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March 21, 1996

USX

Federal Election Commission
Office of General Counsel
999 E Street, N.W.
Washington, D.C. 20463

AOR 1996-10

Dear Commissioners:

This request for an advisory opinion is made on behalf of the USX Corporation PAC (the "Committee") which is the separate segregated fund of USX Corporation (the "Corporation" or "USX"). The Committee wishes to solicit stockholders of USX Corporation; however, among the stockholders to be solicited would be employees of the Corporation who are participants in the USX Corporation Savings Fund Plan for Salaried Employees (the "Plan"). Our question is, are the employees participating in the Plan considered stockholders under 11 CFR 114.1(h) and, thus, solicitable for voluntary contributions to the Committee pursuant to 11 CFR 114.5(g), even though many such employees are not executive or administrative personnel as defined by 11 CFR 114.1(c)? This question is being asked of each category of Plan participant, each such category described later herein by the account through which the participant holds the stock and certain additional criteria.

Also, assuming certain of the above mentioned employees satisfy the criteria of stockholders under 11 CFR 114.1(h), may the Corporation use the payroll deduction method of transferring contributions to the Committee from such employee/stockholders?

The following is a brief description of the Plan, which is enclosed along with the Summary Plan Description (see enclosures). The Plan has been established and administered so as to satisfy the requirements of §401(a) and §401(k) of the Internal Revenue Code of 1986 (the "Code"). It is open to eligible salaried employees and participation is voluntary. See Plan, Sections 1.02(j) and 2.01, and Summary Plan Description, Appendix C. Those who participate in the Plan (the "Participants") may elect to make contributions through salary redirection ("Pre-Tax Savings") or payroll deductions ("After-Tax Savings") (together, the "Employee Savings"). See Plan, Section 2.02.

Participants may elect to invest their Pre-Tax or After-Tax Savings in one or more investment alternatives, which alternatives include, among others, the following: S&P 500 Stock Index Fund, Bond Index Fund, International Stock Fund, and any of the Corporation's three common stocks. Also, the Corporation will match up to a certain portion of Participant Employee Savings (the "Company Contributions"). All Company Contributions are invested in USX-U. S. Steel Group Common Stock. See Plan, Sections 2.05 and 2.06.

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USX PAC -- Request for an Advisory Opinion
March 21, 1996
Page - 2



In addition, the Plan provides for certain Rollover accounts, discussed below. See Plan, Section 2.10.

USX Corporation's three classes of common stock are USX-Marathon Group Common Stock, USX-U. S. Steel Group Common Stock and USX-Delhi Group Common Stock. Stockholders of any of these classes are holders of common stock of USX Corporation.

The regulations define a stockholder as a person who (i) has a vested beneficial interest in the stock; (ii) has the power to direct how that stock shall be voted; and (iii) has the right to receive dividends. 11 CFR 114.1(h). With respect to the first requirement, Participants have an immediately vested beneficial interest in all Employee Savings and have a vested beneficial interest in Company Contributions after the Participant obtains five years of continuous service (a Participant has a partially vested interest prior to reaching five years of continuous service if he or she was hired prior to December 1, 1993). See Plan, Sections 2.09 and 5.12.

As to the second stockholder requirement, the Plan trustee must vote all full shares of any class of Corporation stock according to the directions of the Participant for all such full shares acquired by Participant with Participant contributions, Company Contributions and dividends. See Plan, Section 5.07.

The last requirement for stockholder status has been interpreted by the Federal Election Commission as not being satisfied where the exercise of withdrawal rights is limited or results in an automatic suspension from the plan. That is, under such circumstances, the plan is deemed to *significantly restrict* the participants' rights to receive dividends (AO 1988-36, referring to AO 1984-5). In the USX Plan, depending upon the account through which the Participant holds the stock and certain other factors (discussed below), significant restrictions, if any, on the Participant's ability to receive distributions vary. The following is an account by account description of any such significant restrictions:

Pre-1987 After-Tax Savings Account. This account contains investments remaining in the Plan from Participant's After-Tax Savings placed in the Plan prior to 1987 and earnings thereon regardless of when credited. See Plan, Sections 2.08 and 4.01(g) (restrictions pertain to Matched Savings (defined below) not in the Plan for at least 24 months). Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *None.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals below.*

USX PAC -- Request for an Advisory Opinion

March 21, 1996

Page - 3



Post-1986 After-Tax Savings Account (Unmatched Savings or Matched Savings that have been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Participant's After-Tax Savings placed in the Plan after 1986 and earnings thereon. See Plan, Section 2.08. Matched Savings (as defined in Section 1.02(l)(1) of the Plan) which have been in the Plan for at least 24 months and Unmatched Savings (as defined in Section 1.02(l)(2) of the Plan) in this account are not subject to any withdrawal restrictions. See Plan, Section 4.01(g) (restrictions pertain to Matched Savings not in the Plan for at least 24 months). Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *None.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals discussion below.*

Post-1986 After-Tax Savings Account (Matched Savings that have not been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Participant's After-Tax Savings placed in the Plan after 1986 and earnings thereon. See Plan, Section 2.08. If Matched Savings that have not been in the Plan for at least 24 months are withdrawn from this account, the Participant is suspended from contributing Employee Savings and receiving Company Contributions into the Plan for a period of six months. See Plan, Section 4.01(g). Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *Suspension of Employee Savings and related Company Contributions into the Plan for six months.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals discussion below.*

Pre-tax Savings Account (Participant is at least age 59-1/2 with Unmatched Savings or Matched Savings that have been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Participant's Pre-Tax Savings and earnings thereon. See Plan, Section 2.08. If Participant is at least age 59-1/2, such Participant may withdraw Unmatched Savings or Matched Savings that have been in the Plan for at least 24 months from this account without restriction. See Plan, Sections 4.01(g) (restrictions pertain to Matched Savings not in the Plan for at least 24 months) and 4.02. Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *None.*

Significant Tax Restrictions: *None.*

USX PAC – Request for an Advisory Opinion

March 21, 1996

Page - 4



Pre-tax Savings Account (Participant is under age 59-1/2 and/or has only Matched Savings that have not been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Participant's Pre-Tax Savings and earnings thereon. See Plan, Section 2.08. If Participant is under age 59-1/2 and/or Participant has only Matched Savings that have not been in the Plan for at least 24 months, such Participant, upon withdrawal from this account, assuming the financial hardship tests have been satisfied (see Plan, Section 4.02, and Summary Plan Description, Sections 20 and 21), will be suspended from contributing Employee Savings and receiving Company Contributions into the Plan for six months. See Plan, Sections 4.01(g) and 4.02. Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *Suspension of Employee Savings and related Company Contributions into the Plan for six months.*

Significant Tax Restrictions: *If the Participant is at least age 59-1/2, there are no restrictions. If the Participant is under age 59-1/2 and does not satisfy the financial hardship tests, no withdrawal is permitted. If the Participant is under 59-1/2 and does satisfy the financial hardship tests, see Tax Treatment of Withdrawals discussion below.*

Company Contributions Account (Participant is vested and the contribution has been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Company Contributions and earnings thereon. See Plan, Section 2.08. If the Participant is vested pursuant to Section 2.09 of the Plan and Company Contributions have been in the Plan at least 24 months, Participant may withdraw such contributions from this account. See Plan, Sections 4.01(c) and 4.10(d) (restrictions pertain to Company Contributions not in the Plan for 24 months and non-vested Company Contributions). Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *None.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals discussion below.*

Company Contributions Account (Participant is not vested or none of the contributions have been in the Plan for at least 24 months). This account contains investments remaining in the Plan from Company Contributions and earnings thereon. See Plan, Section 2.08. If the Participant is not vested pursuant to Section 2.09 of the Plan or none of the Company Contributions have been in the Plan at least 24 months, Participant may not withdraw any contributions from this account. See

USX PAC – Request for an Advisory Opinion

March 21, 1996

Page - 5



Plan, Sections 4.01(c) and 4.10(d). Also, see Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *Contributions not available for withdrawal.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals discussion below.*

Rollover Account. This account contains investments purchased with funds rolled over on or after December 1, 1993 from a qualified defined benefit plan of an Employing Company (defined in Section 1.02(m) of the Plan) and subsequent earnings thereon. See Plan, Section 2.08. Participant may withdraw such contributions from this account. See Summary Plan Description, Section 20 (Withdrawal Reference Table).

Significant Plan Restrictions: *None.*

Significant Tax Restrictions: *None. See Tax Treatment of Withdrawals discussion below.*

Tax Treatment of Withdrawals. For purposes of this discussion, a significant tax restriction is considered to be one which prevents, or effectively prevents (that is, permits under narrow circumstances), withdrawals in the form of cash or stock by Participants from an account. Under the USX Plan, a withdrawal from any account (other than the Post-1986 After-Tax Account) is not subject to any tax restrictions (payment of normal income taxes is not considered a tax restriction) as long as there are sufficient Unrecovered Employee Savings available in the Pre-1987 After-Tax Account. (See Summary Plan Description Appendix B, Sections 2 and 3). Effectively, while there remain Unrecovered Employee Savings in the Pre-1987 After-Tax Account in a sufficient amount to cover the cost of a share of any of the Corporation's common stocks within any of the above mentioned accounts (excluding the Post-1986 After-Tax Account), there are no tax restrictions whatever associated with the withdrawal of such share. If there are not sufficient amounts of such Unrecovered Employee Savings, the withdrawal in excess of the Unrecovered Employee Savings is taxable as ordinary income. See Summary Plan Description Appendix B, Sections 2 and 3. In addition, a 10% Early Distribution Income Tax is imposed upon any taxable portion of a withdrawal for Participants under age 59-1/2 (unless an exception applies, such exceptions include a distribution to an alternate payee under a qualified domestic relations order). See Summary Plan Description Appendix B, Section 5. Withdrawals from the Post-1986 After-Tax Account will always have some income taxable portion associated to the withdrawal and therefore will always be subject to the 10% Early Distribution Income Tax (unless Participant is at least age 59-1/2 or satisfies one of

USX PAC – Request for an Advisory Opinion

March 21, 1996

Page - 6



the exceptions). Withdrawals from all other accounts will be fully income taxable after all Unrecovered Employee Savings are exhausted from the Pre-1987 After-Tax Account and, therefor, will be subject to the 10% Early Distribution Income Tax (unless Participant is at least age 59-1/2 or satisfies one of the exceptions). (For a complete discussion of the tax treatment of Plan withdrawals, please see Summary Plan Description Appendix B, Sections 1, 2, 3 and 5.)

Although the above mentioned 10% tax, which applies to the taxable portion of the withdrawal, may operate as a restriction (one imposed by the Code and not by the Plan) on certain withdrawals, we do not believe it is a *significant restriction* (as in AO 1984-5). As we understand the interpretative advisory opinions with respect to the last provision of 11 CFR 114.1(h), the key focus has been on the access to the dividends and the underlying stock. Here, withdrawal rights are not limited by "once a year" or "one time only" type restrictions, nor is there a suspension from the Plan for any such withdrawal. Moreover, a Participant has access to the stock at any time and may sell the stock, or hold the stock certificate, with the above tax applied only on the fair market value of the withdrawal in excess of the employee's tax basis, if any. This tax is similar in some respects to the old (pre-1981) short term capital gains tax, the rate for which was effectively higher than the old long term capital gains tax rate. While this short term capital gains tax provided an incentive for stockholders to hold stock for a longer period of time, one was able to sell the stock when one wanted to sell the stock, for whatever reason, and, if such stock was sold before the stockholder had held it for one year, such sale was subject to the higher tax rate. Under the old tax law, we would not have viewed a stockholder holding for less than a year as any less a stockholder than one holding for longer than a year, nor would we have considered his or her access rights as being significantly impaired. Then as now, we do not view these particular tax consequences as restrictions on ownership rights, but, rather, as tax impacts on the proceeds of transactions. For these reasons, we believe the 10% tax does not *restrict significantly* a Participant's access to the dividends and the underlying stock.

Stockholders within each of the above accounts, as defined by the additional criteria, are identifiable by the Plan administrator. On the basis of the above explanation and the attached documents, the Committee submits that stockholders (of any of the three classes of the Corporation's common stock) through any of the following accounts, subject to the stated criteria, satisfy the requirements of a stockholder pursuant to 11 CFR 114.1(h):

USX PAC -- Request for an Advisory Opinion
March 21, 1996
Page - 7



Pre-1987 After-Tax Account

Criteria under which 11 CFR 114.1(h) is satisfied

- There is at least one share of any class of Corporation common stock held in this account

Post-1986 After-Tax Account

Criteria under which 11 CFR 114.1(h) is satisfied

- There is at least one share of any class of Corporation common stock held in this account and such share is from either Matched Savings that have been in the Plan for at least 24 months or Unmatched Savings

Pre-Tax Account

Criteria under which 11 CFR 114.1(h) is satisfied

- There is at least one share of any class of Corporation common stock held in this account and such share is from either Matched Savings that have been in the Plan for at least 24 months or Unmatched Savings
- Participant is at least age 59-1/2

Company Contributions Account

Criteria under which 11 CFR 114.1(h) is satisfied

- There is at least one share of any class of Corporation common stock held in this account and such share has been in the Plan for at least 24 months
- Participant is vested pursuant to Section 2.09 of the Plan

Rollover Account

Criteria under which 11 CFR 114.1(h) is satisfied

- There is at least one share of any class of Corporation common stock held in this account.

USX PAC -- Request for an Advisory Opinion
March 21, 1996
Page - 8

USX

We respectfully ask you to issue a favorable advisory opinion with respect to the above facts and questions.

Very truly yours,



Bruce E. Lammel

Enclosures: 1) USX Corporation Savings Fund Plan for Salaried Employees
(as amended May 1, 1994)

2) Summary Plan Description of USX Corporation Savings Fund
Plan for Salaried Employees (as amended May 1, 1994)



USX Corporation

**SAVINGS FUND PLAN
For Salaried Employees**

Text of Plan
As Amended May 1, 1994



USX Corporation

**SAVINGS FUND PLAN
For Salaried Employees**

**Text of Plan
As Amended May 1, 1994**

TABLE OF CONTENTS

ARTICLE AND SECTION	Page
ARTICLE I – Purpose and Definitions	
Section 1.01 Purpose	5
Section 1.02 Definitions	5
ARTICLE II – Participation, Employee Savings and Company Contributions	
Section 2.01 Participation	8
Section 2.02 Employee Savings	8
Section 2.03 Limitation on Employee Savings and Contributions	8
Section 2.04 Investment of Employee Savings	9
Section 2.05 Contributions by Employing Companies	10
Section 2.06 Investment of Company Contributions	10
Section 2.07 Investment of Income Received on Employee Savings and Company Contributions	10
Section 2.08 Establishment of Employee's Account	10
Section 2.09 Vesting of Company Contributions	11
Section 2.10 Rollover From a Qualified Retirement Plan	11
ARTICLE III – Investment by the Trustee	
Section 3.01 General	12
Section 3.02 Investment Risk	12
Section 3.03 U. S. Government Obligation Fund	12
Section 3.04 Corporation Stock	12
Section 3.05 Group Interest Fund	13
Section 3.06 S&P 500 Stock Index Fund	13
Section 3.07 United Income Fund	13
Section 3.08 Bond Index Fund	13
Section 3.09 International Stock Fund	14
Section 3.10 Section 404(c) of the Employee Retirement Income Security Act (ERISA)	14
Section 3.11 Stock Rights, Stock Splits and Stock Dividends	14
ARTICLE IV – Withdrawals and Investment Transfer	
Section 4.01 After-Tax Savings, Company Contributions and Earnings Withdrawable Prior to Termination of Employment	15
Section 4.02 Pre-Tax Portions Withdrawable Prior to Termination of Employment	15
Section 4.03 Withdrawals Upon Termination of Employment by Reason of Retirement, Permanent Layoff, Total and Permanent Disability or Death	16
Section 4.04 Withdrawals Upon Termination of Employment Other Than by Reason of Retirement, Permanent Layoff, Total and Permanent Disability or Death	16
Section 4.05 Deferral of Distribution	16
Section 4.06 Reemployment	16
Section 4.07 Effective Date of Withdrawal	17
Section 4.08 Payment of Withdrawals	17
Section 4.09 General Annuity Program	17
Section 4.10 Automatic Distribution	17
Section 4.11 Distribution Deadline	17
Section 4.12 Direct Rollover to an Eligible Retirement Plan	18
Section 4.13 Transfer of Investments	18

ARTICLE AND SECTION

Page

ARTICLE V – Other Provisions of the Plan

Section 5.01	The United States Steel and Carnegie Pension Fund	20
Section 5.02	Powers of the United States Steel and Carnegie Pension Fund	20
Section 5.03	Amendment, Modification, Suspension or Termination	20
Section 5.04	Administrative Expenses of the Fund	20
Section 5.05	Designation of Beneficiaries in the Event of Death	20
Section 5.06	Participant’s Annual Statement – Audits	21
Section 5.07	Voting of Corporation Stock by the Trustee	21
Section 5.08	Procedure in the Event of a Tender Offer	21
Section 5.09	Effect of Merger, Consolidation or Direct-Plan Transfer of Assets	21
Section 5.10	Termination of Plan	21
Section 5.11	Limitations on Contributions and Benefits	22
Section 5.12	Nonforfeitable Benefits	22
Section 5.13	Non-Assignability	22
Section 5.14	Loan Program	23
Section 5.15	Special Vacation Benefit (Discontinued)	23
Section 5.16	Appeal Procedure	23
Section 5.17	Effective Date of Plan	23

APPENDIX A – Top-Heavy Provisions	24
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**USX Corporation
SAVINGS FUND PLAN
For Salaried Employees
(As Amended May 1, 1994)**

ARTICLE I. PURPOSE AND DEFINITIONS

SECTION 1.01 PURPOSE

The USX Corporation Savings Fund Plan for Salaried Employees (herein referred to as the "Plan") has been established to encourage eligible employees to develop individual thrift; to provide a means to supplement retirement income and to acquire a stock interest in the Corporation.

SECTION 1.02 DEFINITIONS

Whenever used in this Plan, unless a different meaning is plainly required by the context:

- (a) Administrator – The term "Administrator" or "Plan Administrator" means the United States Steel and Carnegie Pension Fund.
- (b) Board – The term "Board" means the Board of Directors of the Corporation.
- (c) Bond Index Fund – The term "Bond Index Fund" means the Bankers Trust Pyramid Government/Corporation Fixed Income Index Fund managed by Bankers Trust.
- (d) Code – The term "Code" means the Internal Revenue Code of 1986, as amended.
- (e) Continuous Service – The term "continuous service" means continuous service as that term is defined in the United States Steel 1994 Salaried Pension Rules, including any amendments thereto, or where applicable, the Non-Contributory Pension Rules of the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 1950). The term "continuous service" means, with respect to employees of Employing Companies not covered by any of the above mentioned Pension Rules, service for vesting purposes under the pension plan applicable to them.
- (f) Corporation – The term "Corporation" means USX Corporation.
- (g) Corporation Stock – The term "Corporation stock" means USX-Marathon Group Common Stock ("Marathon Group Stock"); USX-U. S. Steel Group Common Stock ("Steel Group Stock") and USX-Delhi Group Common Stock (Delhi Group Stock).
- (h) Current Market Value – The term "current market value" means:
 - (1) For Corporation Stock purchased by the Trustee from the Corporation out of authorized and unissued shares or out of stock purchased by the Corporation and held in the treasury, the average of the closing market price for such stock, as the case may be, on the New York Stock Exchange for the period of five consecutive trading days ending with a specified trading day, except where the shares are being purchased with dividends in which case the purchase will be at the average of the closing market price for the period of five consecutive trading days ending on the dividend payment date or if the New York Stock Exchange is closed on such date, the period of five trading days immediately preceding such date.
 - (2) For Corporation Stock for any other purpose than that described in (1) above, the closing market price of such stock on the New York Stock Exchange on a specified date, or, if the New York Stock Exchange is closed on such date, the closing price on the next following trading day.
 - (3) For investments in the U. S. Government Obligation Fund, the sum of the closing market prices as established by the active broker/dealer market for these investments as of a specified date.
 - (4) For the Group Interest Fund the amount of principal and accrued interest credited to the Fund as of a specified date.
 - (5) For the S&P 500 Stock Index Fund the market value of the Trustee's account in the Commingled Equity Index Fund of Bankers Trust as of a specified date.
 - (6) For the United Income Fund, the market value of the Trustee's account in the United Income Fund Mutual Fund as of a specified date.
 - (7) For the Bond Index Fund, the market value of the Trustee's account in the Bankers Trust Pyramid Government/Corporate Fixed Income Index Fund of Bankers Trust as of a specified date.
 - (8) For the International Stock Fund the market value of the Trustee's account in the T. Rowe Price International Stock Fund as of a specified date.
- (i) Current Unit Value – The term "current unit value" means the value of each unit in the U. S. Government Obligation Fund, the Group Interest Fund, the S&P 500 Stock Index Fund or the Bond Index Fund as determined in accordance with the provisions of Sections 3.03, 3.05 and 3.06, and 3.08, respectively, as of the end of the preceding month.
- (j) Eligible Employee – The term "eligible employee" means any person who shall be in the employ of any Employing Company (including an officer and also a director who is active in the business in a capacity other than as a director only) during such period as he meets all of the following conditions:

- (1) he receives compensation in the form of a weekly, bi-weekly, semi-monthly or monthly salary;
- (2) he shall have attained at least one year of continuous service;
- (3) he is in a group of employees designated by the Board as covered under the Plan.

The term "eligible" wherever used in this Plan shall not be interpreted to include a leased employee for any purpose as this Plan does not extend coverage to a leased employee. The term "leased employee" means any person who is not an employee but who provides service to an Employing Company pursuant to an agreement between the Employing Company and any leasing organization. If a leased employee should later become an employee under this Plan, such employee shall not be given credit for prior service as a leased employee, except as otherwise provided in the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 1950) or as required by Section 414(n) of the Code.

Also specifically excluded from the term "eligible employee" and from participation in the Plan are individuals who perform services for an Employing Company as independent contractors pursuant to a written or unwritten agreement with the Employing Company, regardless of whether or not such individuals subsequently are made common law employees of the Employing Company (unless required by Code Section 414(n)).

- (k) **Eligible Salary** – The term "eligible salary" means regular base salary (before any salary redirection or deductions) actually paid for such periods as the employee is eligible to participate in the Plan. Effective January 1, 1994, eligible salary shall not exceed \$150,000 annually subject to future indexing as permitted by law. The term shall not include commissions, management incentives, or other incentive payments, bonuses, overtime or extended workweek premiums, shift and other premiums, or any other special payments, fees or allowances.

In determining the eligible salary of a participant for purposes of this limitation, the eligible salary attributable to a family member of (a) highly compensated employee who is one of the ten most highly compensated employees of the USX Corporation controlled group of corporations (determined in accordance with the provisions of Code Sections 414(q) and 414(s)), or (b) an employee who is a five-percent owner of the Corporation shall be treated as if such eligible salary were attributable to or paid on behalf of the employee described in (a) or (b) above. For purposes of this paragraph, the term "family member" includes only the spouse of the participant and lineal descendants of the participant who have not attained age 19 before the close of the year. If, as a result of the application of these rules, the Section 401(a)(17) annual compensation limit is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's eligible salary as determined under this section prior to the application of this limitation.

- (l) **Employee Savings** – The term "employee savings" means the sum of the amount of Pre-Tax savings and After-Tax savings. The following definitions are also applicable for describing certain portions of employee savings:
- (1) **Matched Savings** – The term "matched savings" means Pre-Tax savings or After-Tax savings which are subject to matching by company contributions in accordance with Section 2.05.
 - (2) **Unmatched Savings** – The term "unmatched savings" means Pre-Tax savings or After-Tax savings which are not subject to matching company contributions in accordance with Section 2.05.
 - (3) **Pre-Tax Savings** – The term "Pre-Tax savings" means employee savings to the Plan in accordance with Section 2.02, which serve to reduce the employee's taxable salary in accordance with Section 401(k) of the Code.
 - (4) **After-Tax Savings** – The term "After-Tax savings" means employee savings to the Plan in accordance with Section 2.02, which are deducted from the employee's eligible salary but do not reduce the employee's taxable salary.
- (m) **Employing Company** – The term "Employing Company" means:
- (1) the Corporation;
 - (2) any division of the Corporation;
 - (3) any subsidiary company;
 - (4) the United States Steel and Carnegie Pension Fund in its capacity as employer.
- (n) **First Day** – The term "first day" of the month or quarter or year means the beginning of the first payroll period paid in the month or quarter or year to which reference is made.
- (o) **Group Interest Fund** – The term "Group Interest Fund" means the Fund established pursuant to a contract or contracts between the Trustee and an insurance company or companies or other financial institutions providing for a specified rate of return for a specific period of time which are generally backed by the assets of the insurance company or the financial institution.
- (p) **International Stock Fund** – The term "International Stock Fund" means the T. Rowe Price International Stock Fund (a mutual fund).
- (q) **Month, Quarter and Year** – The terms "month", "quarter" and "year", for the purposes of determining eligibility to participate and contributions by Employing Companies in accordance with Section 2.05, means as to each employee that period which includes all payroll periods paid in the calendar month or calendar quarter or calendar year to which reference is made, and for such purposes shall be considered to run from the beginning of the first payroll period paid in such calendar period to the end of the last payroll period paid in such calendar period. For all other purposes, it means the calendar month or calendar quarter or calendar year to which reference is made.
- (r) **Participant** – The term "participant" means an eligible employee who has elected to participate in the Plan in accordance with its provisions. This term also includes both a former eligible employee or alternate payee under a Qualified Domestic Relations Order who have funds remaining in the Plan.

- (s) **Permanent Layoff** – The term “permanent layoff” means termination of employment by reason of the permanent shutdown of a plant, department or subdivision thereof, or by reason of a layoff and/or disability which has continued for two years. A participant who has broken service by a refusal of either a reasonable offer of employment or suitable long term employment, as those terms are respectively defined in the United States Steel 1994 Salaried Pension Rules including any amendment thereto or the Non-Contributory Pension Rules of the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 1950), whichever is applicable to the participant, shall not be considered to have broken service by reason of permanent layoff.
- (t) **Retirement** – The term “retirement” means (1) termination of employment with eligibility for a pension under the provisions of the United States Steel 1994 Salaried Pension Rules, including any amendment thereto, or where applicable, the Non-Contributory Pension Rules of the United States Steel Corporation Plan for Employee Pension Benefits (Revision of 1950), or in the case of a participant not covered by such Plans, under the provisions of the pension plan applicable to such participant, or (2) termination of employment following attainment of age 62 regardless of eligibility for pension.
- (u) **S&P 500 Stock Index Fund** – The term “S&P 500 Stock Index Fund” means the Fund established pursuant to a contract or contracts between the Trustee and an investment or banking institution or institutions providing for the investment in an index fund or funds designed to approximate the performance of the common stocks included in the Standard & Poor’s Composite Index of 500 stocks.
- (v) **Subsidiary Company** – The term “subsidiary company” means any corporation at least 80% of whose capital stock of each class is owned, directly or indirectly, by the Corporation as well as any corporation which the Board of Directors of the Corporation shall from time to time designate as a subsidiary for the purposes of this Plan.
- (w) **Termination of Employment** – The term “termination of employment” means cessation of work due to death or circumstances which constitute a break in continuous service. An employee who has transferred to the employ of an affiliated Company, whether or not such affiliated Company is an Employing Company, shall not have incurred a termination of employment for the purpose of this Plan.
- (x) **Total and Permanent Disability** – The term “total and permanent disability” means disability by bodily injury or disease, either occupational or non-occupational in cause, preventing the employee, on the basis of medical evidence satisfactory to the Administrator, from engaging in any occupation or employment with an Employing Company.
- (y) **Trustee** – The term “Trustee” means the United States Steel and Carnegie Pension Fund.
- (z) **United Income Fund** – The term “United Income Fund” means the Mutual Fund of the same name which is managed by Waddell & Reed, Inc.
- (aa) **U. S. Government Obligation Fund** – The term “U. S. Government Obligation Fund” means the fund invested by the Trustee in obligations that have the full faith and credit guarantee from the United States Government.
- (bb) **Unit** – The term “unit” means one of the units representing an interest in the U. S. Government Obligation Fund, or the Group Interest Fund or the S&P 500 Stock Index Fund or the Bond Index Fund.
- (cc) **Highly Compensated Employee** – The term “highly compensated employee” means a highly compensated employee as determined in accordance with the provisions of Code Sections 414(q). Except to the extent provided otherwise in the regulations under Code Section 414(q), a highly compensated employee includes any employee of the Employing Company who during the current plan year or the preceding plan year:
 - (1) was at any time a five percent owner of the Corporation;
 - (2) received compensation in excess of \$75,000 (or such larger amount as may be determined pursuant to Code Section 414(q)(1) to reflect cost of living adjustments); or
 - (3) received compensation greater than \$50,000 (or such larger amount as may be determined pursuant to Code Section 414(q)(1) to reflect cost of living adjustments) and was among the 20 percent of all employees of the Employing Company with the highest compensation for such plan year; or
 - (4) was an officer of the Employing Company and received compensation greater than 50 percent of the dollar limitation in effect for qualified defined benefit plans under Code Section 415(b)(1)(A) for such plan year; or
 - (5) was reemployed, and was previously a highly compensated employee either (i) when such employee separated from service in a prior plan year, or (ii) at any time after attaining age 55.

An employee who first becomes described in subparagraph (2), (3), or (4) above during the current plan year shall be considered a highly compensated employee for such plan year only if he or she is among the 100 most highly compensated employees of the Employing Company for such plan year.

ARTICLE II. PARTICIPATION, EMPLOYEE SAVINGS AND COMPANY CONTRIBUTIONS

SECTION 2.01 PARTICIPATION

An eligible employee may become a participant by executing the appropriate enrollment form for authorizing either salary redirection or payroll deductions, or both, from his eligible salary and for electing the investment or combination of investments into which such funds are to be placed. An employee cannot participate in the Plan prior to the receipt by the Company of a properly completed enrollment form, signed by the employee.

An eligible employee may elect to have contributions to the Plan begin with the first day of the month coinciding with or next following the completion of one year of continuous service or with the first day of any subsequent month following receipt of his written authorization.

SECTION 2.02 EMPLOYEE SAVINGS

Subject to the limitations on employee savings and annual additions as set forth in Section 2.03 and Section 5.11 of this Plan respectively, an eligible employee may elect to pay into the Plan through either salary redirection (hereafter called "Pre-Tax savings") or payroll deductions (hereafter called "After-Tax savings") or a combination thereof, an amount authorized by him expressed in half percent increments from one to ten percent of his eligible salary except that

- (a) effective for savings on or after July 1, 1994, an eligible employee will be permitted to save up to 15 percent of his eligible salary for the remainder of 1994 if his monthly base salary in May 1994 is equal to or less than \$5,354 (one-twelfth of the amount (as indexed - \$64,245) specified in Code Section 414(q) for the look-back year 1993); and
- (b) effective for savings on or after January 1, 1995, an eligible employee will be permitted to save up to 15 percent of his eligible salary for a calendar year if his monthly base salary in December of the immediately preceding year is equal to or less than one-twelfth of the threshold amount specified (as indexed) in Code Section 414(q)(1)(C) for determining highly compensated employees using the threshold amount applicable to the year immediately preceding the year the employee savings will be made. For example, an employee whose monthly base salary in December 1994 is equal to or less than \$5,500 (one-twelfth of \$66,000) will be permitted to save up to 15 percent of their eligible salary in the year 1995.

A participant will be permitted to change his authorized percent applicable to either Pre-Tax savings or After-Tax savings or both with such change becoming effective the first of the month following the receipt of the participant's written authorization.

A participant may elect to suspend at any time (a) all savings, or (b) all Pre-Tax savings, or (c) all After-Tax savings, or (d) unmatched Pre-Tax savings, or (e) unmatched After-Tax savings. Full suspensions can be accomplished by reducing the authorized percent of savings to zero. Any suspension will become effective with the first payroll period paid after the first of the month following the employee's written authorization. Following a suspension the employee may reauthorize the type of savings suspended to be effective with the first day of any month following his written authorization.

Employee savings with respect to a given month shall be paid by the Employing Company to the Trustee as soon as possible.

SECTION 2.03 LIMITATION ON EMPLOYEE SAVINGS AND CONTRIBUTIONS

The Trustee shall administer the Plan so that a participant cannot make Pre-Tax savings during a plan year in excess of the lesser of (a) the amount permitted for such participant during such plan year under the actual deferral percentage test of Code Section 401(k), or (b) the maximum annual dollar limit of \$7,000 (as indexed) for such plan year pursuant to Code Section 402 (g). In addition, the Trustee shall administer the Plan so that the sum of (a) the After-Tax savings a participant makes for a plan year, and (b) the company contributions he receives pursuant to Section 2.05 of this Plan for a plan year, cannot be in excess of the amount permitted for such participant during such plan year under the aggregate contributions percentage test of Code Section 401(m). For purposes of this Section, the aggregate contributions percentage test of Code Section 401(m) shall mean the "actual contribution percentage test" outlined in Code Section 401(m)(2) and Treasury regulation section 1.401(m)-1(b).

For purposes of this Section, the actual deferral percentage test of Code Section 401(k) shall mean the "actual deferral percentage test" as outlined in Code Section 401(k)(3) and Treasury regulation section 1.401(k)-1(b)(2).

For purposes of satisfying the anti-discrimination tests of Code Sections 401(k) and 401(m) (but not for purposes of the \$7,000 (as indexed) annual limit), any compensation, employee savings, or company contributions attributable to a family member of (a) an employee who is one of the ten most highly compensated employees of the USX Corporation controlled group of corporations (determined in accordance with the provisions of Code Sections 414(q) and 414 (s)), or (b) an employee who is a five-percent owner of the Corporation, shall be treated as if such compensation, employee savings, or company contributions were attributable to or paid on behalf of the employee described in (a) or (b) above. For purposes of this paragraph, "family member" means, with respect to any employee, such employee's spouse and lineal ascendants or descendants and the spouses of such lineal ascendants or descendants.

For purposes of the above-referenced tests, the term "compensation" shall mean "compensation" within the meaning of Code Section 415(c)(3) and the regulations thereunder plus any elective contributions that are made by the employer on behalf of the participant that are not includable in income under Code Section 125 or 402(a)(8) except that such compensation does not include any amounts in excess of the annual limitation under Code Section 401(a)(17) subject to future indexing permitted by law.

To the extent necessary to conform to the limitations of the above-referenced test, the Trustee may (a) recharacterize or reduce the amount of a participant's Pre-Tax savings or After-Tax savings, or (b) reduce the amount of company contributions attributable to the participant for a plan year, during that plan year or during a later plan year.

Unless the participant authorizes otherwise on a form provided by the Trustee, any such recharacterization or reduction necessary to comply with the \$7,000 (as indexed) annual limit may be accomplished in the following manner:

- (a) For the month in which the annual limit would otherwise be reached, the Trustee may reduce (to the extent necessary and to the nearest one-half percent increment) the participant's total authorized savings rate to a rate restructured between Pre-Tax savings and After-Tax savings that will (1) enable the annual limit to be reached (as close as possible without being exceeded) and (2) result in After-Tax savings to the extent necessary for obtaining the maximum matching company contributions.
- (b) For the remaining months of the year following the month in which the participant has reached the \$7,000 (as indexed) annual limit, such participant's Pre-Tax savings rate will be set at zero and the After-Tax savings rate will be set at the lowest rate possible for obtaining the maximum matching company contributions.

Unless the participant authorizes otherwise on a form provided by the Trustee, any such recharacterization or reduction necessary to comply with the percentage limitations of Code Section 401(k) and 401(m) may be accomplished by: (a) reducing the Pre-Tax savings rate and/or the After-Tax savings rate to a rate not in excess of the anticipated level of percentage limitations; and (b) recharacterizing all or a portion of the reduction from (a) above between Pre-Tax savings and After-Tax savings to the extent necessary for obtaining the maximum matching company contributions.

Effective with the first month of the year following a year in which the Trustee recharacterized or reduced the employee savings to conform to any of the above-described limitations, the participant's Pre-Tax savings rate and After-Tax savings rate will be reset (subject to any Plan limitations) to the applicable rates in effect immediately prior to such recharacterization or reduction.

At the sole election of the Administrator, any reduction necessary to comply with the aggregate contributions percentage test of Code Section 401(m) may be accomplished during, or after, the plan year by reducing the After-Tax savings rate and company contributions to a rate not in excess of the anticipated maximum permitted level or in any other manner prescribed in the Treasury regulations under Code Section 401(m). Excess aggregate contributions for a highly compensated employee for a plan year is the amount (if any) by which the participant's After-Tax savings and company contributions must be reduced in order for the Plan to satisfy the aggregate contributions percentage test. Any required reduction of After-Tax savings and company contributions of eligible highly compensated employees shall be made by the Administrator, in accordance with Treasury regulation section 1.401(m)-1(e)(2), in the order of the individual actual contribution ratios of such highly compensated employees, beginning with the highest of such ratios and continuing until the aggregate contributions percentage test is satisfied.

The amount of excess aggregate contributions with respect to an employee for a plan year is calculated after determining the excess contributions to be recharacterized as After-Tax savings for the plan year.

To the extent required, any remaining excess aggregate contributions on behalf of highly compensated employees (and the income allocable to these contributions) shall be distributed in accordance with Treasury regulation section 1.401(m)-1(e)(3) within 12 months after the close of the plan year for which the excess aggregate contributions were made. The income allocable to the excess aggregate contributions includes income for the plan year for which the excess aggregate contributions were made and for the period between the end of the plan year and the date of distribution.

At the sole election of the Administrator, any reduction necessary to comply with the actual deferral percentage test of Code Section 401(k) may be accomplished during, or after, the plan year by reducing the Pre-Tax savings rate to a rate not in excess of the anticipated maximum permitted level or in any other manner prescribed in the Treasury regulations under Code Section 401(k). Excess contributions for a highly compensated employee for a plan year is the amount (if any) by which the participant's Pre-Tax savings must be reduced in order for the Plan to satisfy the actual deferral percentage test. Any required reduction of Pre-Tax savings of eligible highly compensated employees shall be made by the Administrator, in accordance with Treasury regulation section 1.401(k)-1(f), in the order of the individual actual deferral ratios of such highly compensated employees, beginning with the highest of such ratios and continuing until the actual deferral percentage test under Code Section 401(k) test is satisfied.

The extent required, any remaining excess contributions on behalf of highly compensated employees (and the income allocable to these contributions) shall be distributed in accordance with Treasury regulation section 1.401(k)-1(f)(4) within 12 months after the close of the plan year for which the excess contributions arose. The income allocable to the excess contributions includes income for the plan year for which the excess contributions were made and for the period between the end of the plan year and the date of distribution.

The amount of excess contributions to be distributed or recharacterized shall be reduced by the amount of excess deferrals under Treasury regulation section 1.402(g)-1(e)(3) that were previously distributed for the taxable year ending in the same plan year. Such excess deferrals to be distributed for a taxable year will be reduced by excess contributions previously distributed or recharacterized (if any) for the plan year beginning in such taxable year.

SECTION 2.04 INVESTMENT OF EMPLOYEE SAVINGS

At the election of each participant, Pre-Tax savings and After-Tax savings shall be invested, in full five percent increments, in one or more of the following investments:

- (a) U. S. Government Obligation Fund
- (b) Group Interest Fund

- (c) S&P 500 Stock Index Fund
- (d) United Income Fund
- (e) Bond Index Fund
- (f) International Stock Fund
- (g) USX-Marathon Group Common Stock (Marathon Group Stock)
- (h) USX-U. S. Steel Group Common Stock (Steel Group Stock)
- (i) USX-Delhi Group Common Stock (Delhi Group Stock)

Separate investment elections, each adding to 100 percent, can be made with respect to Pre-Tax savings and After-Tax savings.

A participant will be permitted to change the investment allocation applicable to either Pre-Tax savings or After-Tax savings or both with such change becoming effective the first of the month following receipt of the participant's written authorization.

SECTION 2.05 CONTRIBUTIONS BY EMPLOYING COMPANIES

Subject to the limitations in Section 2.03 and Section 5.11 and the following paragraphs in this section, the Employing Companies shall contribute an amount (hereafter called "company contributions") out of current income or accumulated earnings, equal to 100% of the amount of employee savings which are paid into the Plan for each month up to the percentages shown in the following schedule:

<u>Years of Continuous Service</u>	<u>Employee Savings Subject to Matching</u>
1 year but less than 10 years	up to 4.0%
10 years but less than 15 years	up to 4.5%
15 years and over	up to 5.0%

The first two percent of the company contributions will be available only for matching Pre-Tax savings. The remaining company contributions (1.0%, 1.5%, 2.0%, 2.5% or 3.0%) will first be applied to any Pre-Tax savings in excess of two percent and then if any remaining to After-Tax savings. To receive the maximum possible company contributions, the participant must save at least two percent of Pre-Tax savings and his total savings percent must be at least equal to the percent shown in the above table based on his service as of the beginning of the month in which the deduction occurred.

The requirement that at least two percent of employee savings be in Pre-Tax savings in order to receive the maximum matching company contributions is waived whenever the employee's Pre-Tax savings for the year reaches the maximum annual limit permitted under Section 2.03.

Company contributions shall be subject to the provisions of Section 4.04 relating to forfeiture of unvested company contributions. Company contributions with respect to a given month's employee savings shall be paid to the Trustee as soon as practicable.

SECTION 2.06 INVESTMENT OF COMPANY CONTRIBUTIONS

Company contributions applicable to employee savings shall be invested in Steel Group Stock.

SECTION 2.07 INVESTMENT OF INCOME RECEIVED ON EMPLOYEE SAVINGS AND COMPANY CONTRIBUTIONS

Earnings collected by the Trustee on obligations in the U. S. Government Obligation Fund shall be invested in the U. S. Government Obligation Fund. Dividends collected by the Trustee on shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock shall be invested in shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock, respectively. Interest applicable to the Group Interest Fund is held by the insurance companies or financial institutions until turned over to the Trustee in accordance with the terms of the contract or contracts with the Trustee. Earnings, including dividends and interest, collected on the S&P 500 Stock Index Fund shall be invested in the S&P 500 Stock Index Fund. Earnings, including dividends, interest and capital gains, collected on the United Income Fund shall be invested in the United Income Fund. Earnings applicable to the Bond Index Fund shall be invested in the Bond Index Fund. Earnings, including dividends, interest and capital gains, applicable to the International Stock Fund shall be invested in the International Stock Fund.

SECTION 2.08 ESTABLISHMENT OF EMPLOYEE'S ACCOUNT

A separate account shall be established under the Plan for each eligible employee. Within each account, separate records will be established and maintained for matched and unmatched savings by Pre-Tax savings and After-Tax savings as well as for company contributions. These records will be maintained in the following sub accounts:

- (a) Pre 1987 After-Tax Account – Contains investments remaining in the Plan from employee's After-Tax savings placed in the Plan prior to 1987 and earnings thereon regardless of when credited. Also contains funds rolled over prior to December 1, 1993 from a qualified defined benefit retirement Plan of an Employing Company.
- (b) Post 1986 After-Tax Account – Contain investments remaining in the Plan from employee's After-Tax savings placed in the Plan after 1986 and earnings thereon.

- (c) Pre-Tax Account – Contains investments remaining in the Plan from employee's Pre-Tax savings and earnings thereon.
- (d) Company Contributions – Contains investments remaining in the Plan from company contributions and earnings thereon.
- (e) Rollover Account – Contains investments purchased with funds rolled over on or after December 1, 1993 from a qualified defined benefit plan of an employing company and subsequent earnings thereon.

The Trustee shall also maintain a rolling record of matched employees savings (Pre-Tax and After-Tax) and matching company contributions that were placed in the employee's account during the preceding twenty four (24) months.

SECTION 2.09 VESTING OF COMPANY CONTRIBUTIONS

Company contributions and earnings thereon shall be vested to the participant as follows:

- (a) Employees hired prior to December 1, 1993 – Company contributions shall vest to the participant the earlier of (1) two years after the end of the calendar year in which such contributions were made or (2) upon attainment of five years of continuous service regardless of when contributed to the Plan provided the participant was accruing continuous service on and after January 1, 1989.
- (b) Employees hired on or after December 1, 1993 – Company contributions shall be vested once the participant attains five years of continuous service regardless of when contributed to the Plan.

In addition, company contributions in the participant's account will vest immediately for all participants should the Plan be terminated or upon complete discontinuance of all contributions under the Plan.

In the event that the vesting provisions of this section are amended or the Plan is amended in any way that directly or indirectly affects the nonforfeitable percentage of the participant's accrued benefit, each Plan participant with at least three years of continuous service may elect, within a reasonable period after the adoption of the amendment, to have the nonforfeitable percentage of his accrued benefit computed without regard to the amendment. The new schedule will apply automatically to any participant who fails to advise of his preference within sixty days of receiving notice of the amendment by the Plan Administrator.

Company contributions and earnings thereon which have been forfeited shall be applied to reduce any subsequent company contributions required under the Plan, or, if the Plan shall be terminated, any amount not previously so applied shall be credited ratably to the accounts of all participants at the time of such termination.

SECTION 2.10 ROLLOVER FROM A QUALIFIED RETIREMENT PLAN

Within sixty (60) days following the receipt of a lump sum distribution from a qualified defined benefit retirement plan of an Employing Company, a participant may authorize the rollover, subject to a \$10,000 minimum rollover amount, of all or part of the taxable portion of the distribution into the Plan in accordance with the terms and conditions set forth by the Trustee.

Any funds rolled over will be allocated in the same manner as contributions into eligible Plan investments in full five percent increments in accordance with the participant's rollover election. Investments purchased with funds rolled over prior to December 1, 1993 were placed in the participant's Pre 1987 After-Tax account and merged with any identical investments therein, whereas investments purchased with funds rolled over on and after December 1, 1993 will be placed in the participant's Rollover Account. Funds rolled over are fully vested and are eligible for Plan loans and for investment transfers. For withdrawal purposes, funds rolled over into the Plan are treated the same as a Deferral of Distribution as covered in Section 4.05.

ARTICLE III. INVESTMENT BY THE TRUSTEE

SECTION 3.01 GENERAL

The Trustee shall invest: (a) employee savings, funds being transferred between investments and funds rolled over from a qualified retirement plan of an Employing Company in accordance with the participants elections; and (b) company contributions, loan repayments and earnings on investments in accordance with the provisions of the Plan. The securities or investments so acquired and any uninvested cash shall be held by, for or in the name of the Trustee.

SECTION 3.02 INVESTMENT RISK

The Corporation or the Trustee does not and cannot guarantee that the current market value of any investment under the Plan will be equal to the purchase price of such investment or that the total amount withdrawable in cash with respect to any withdrawal will be equal to or greater than the amount of the participant's savings applicable to such withdrawal. Each participant assumes all risks in connection with any decrease in the market price of any Corporation stock allocated to his account in accordance with the provisions of the Plan or of any obligation in the U. S. Government Obligation Fund or the Bond Index Fund; of any stocks or investments held in either the S&P 500 Stock Index Fund, the International Stock Fund or the United Income Fund, or of default by any insurance company or a financial institution on a contract in connection with the Group Interest Fund.

SECTION 3.03 U. S. GOVERNMENT OBLIGATION FUND

Funds to be invested in the U. S. Government Obligation Fund shall be used by the Trustee to purchase obligations that have a full faith and credit guarantee from the United States Government. Investments may include Treasury Bonds, Treasury Notes and GNMA Mortgage pools. Effective May 1, 1994, the maturities of newly purchased obligations for this Fund will be limited to two years or less with the objective of making the U.S. Government Obligation Fund a short-term bond fund. The funds in the accounts of all participants to be used for the purchase of these obligations shall be combined to enable the most effective use of the funds.

Each participant's share in the U. S. Government Obligation Fund shall be represented by units allocated to his account. As the value of the U. S. Government Obligation Fund increases or decreases, the unit value will correspondingly change. At the end of each month, the Trustee shall determine the value of a unit by dividing the sum of the uninvested cash and the current market value of the investments in the U. S. Government Obligation Fund by the total number of units outstanding as of the end of the month.

The number of units credited to a participant's account each month shall be calculated by dividing his total savings that month for investment in the U. S. Government Obligation Fund by the value of a unit as determined at the end of the month in which the savings occurred.

The trustee may, in its sole discretion, maintain in cash such part of the assets of the U. S. Government Obligation Fund as it shall deem to be necessary. The Trustee shall not be liable for interest on the portion maintained as cash.

SECTION 3.04 CORPORATION STOCK

As soon as practicable after the end of each month, the Trustee shall allocate to the account of each participant the number of full and fractional shares of Delhi Group Stock, Marathon Group Stock and Steel Group Stock as may be purchased by funds in the participant's account for investment in Delhi Group Stock, Marathon Group Stock and Steel Group Stock, respectively.

Funds to be invested in Corporation Stock represented by employee savings, company contributions, dividends (on shares of Corporation Stock previously allocated to the participant's account), and rollovers from a qualified retirement plan of an Employing Company are to be allocated into shares of Delhi Group Stock, Marathon Group Stock and Steel Group Stock for all participants at the average cost of the Delhi Group Stock, Marathon Group Stock or Steel Group Stock respectively, acquired by the Trustee with such funds, and the resulting shares shall be allocated to the participant's account.

The value of any funds being transferred each month by participants from other investments to any of the Corporation Stocks shall be allocated into shares for all such participants at the average cost of the Delhi Group Stock, Marathon Group Stock or Steel Group Stock respectively, acquired by the Trustee specifically for the funds being transferred.

Shares of each of the Corporation Stocks may be purchased by the Trustee from time to time out of funds held by the Trustee under the Plan, or advanced by the Corporation, either (a) on the open market, or (b) from the Corporation, out of authorized and unissued shares or out of stock purchased by the Corporation and held in the treasury, at the current market value thereof, or (c) by the exercise of rights as provided in Section 3.11.

The Trustee shall also hold for the purpose of allocation to the accounts of individual participants as above provided (a) shares of stock which the Trustee has acquired upon withdrawal by a participant, (b) shares of stock forfeited under the provisions of Sections 4.04 and (c) shares of stock which the Trustee acquired from participants transferring shares to other investments.

With respect to shares of stock which are forfeited in accordance with the provisions of Section 4.04, the Trustee may, at its option, (a) purchase such shares at current market value on the date of withdrawal, or (b) sell such shares on the market.

All shares of Delhi Group Stock, Marathon Group Stock and Steel Group Stock purchased by the Trustee shall be carried in the accounts of the Trustee at the actual cost thereof, including taxes, commissions, etc., if any, incident to the purchase except that shares acquired upon the exercise of rights shall be carried at the current market value of such shares on the date of such exercise.

SECTION 3.05 GROUP INTEREST FUND

As soon as practicable after the end of each month, funds to be invested in the Group Interest Fund shall be transferred by the Trustee in accordance with one or more contracts applicable to this fund. If it is not practicable for the Trustee to transfer such funds in accordance with any of the existing contracts, the Trustee shall invest the same in a prudent manner until such time as the Trustee negotiates a new contract to cover such funds.

The Trustee in its sole discretion, may select the insurance company or financial institution to be awarded the contract or contracts based upon the rate of interest and the length of contract or contracts negotiated by the parties. At the expiration of a contract, all funds, including the interest earned with respect to that contract will be reinvested by the Trustee in a similar manner.

Each participant's share in the Group Interest Fund will be represented by units allocated to his account. At the end of each month the Trustee shall determine the value of a unit by dividing the sum of the value, including accrued interest, of all Group Interest Fund contracts in force and any other investment applicable by the total units outstanding as of the end of the month.

The number of units credited to a participant's account each month shall be calculated by dividing his total savings, any loan repayments, the value of funds being transferred or rolled over from a qualified retirement plan of an Employing Company during that month for investment in the Group Interest Fund by the value of a unit as determined at the end of the month in which the savings, transfer or rollover occurred. The value of each unit will increase at approximately the weighted average rate based upon the interest rates applicable to all contracts in force.

SECTION 3.06 S&P 500 STOCK INDEX FUND

As soon as practicable after the end of each month, funds to be invested in the S&P 500 Stock Index Fund shall be transferred by the Trustee in accordance with the contract or contracts applicable to this Fund.

Each participant's share in the S&P 500 Stock Index Fund shall be represented by units allocated to his account. As the value of the S&P 500 Stock Index Fund increases or decreases, the unit value will correspondingly change. At the end of each month, the Trustee shall determine the value of a unit by dividing the sum of the uninvested cash and the current market value of the Trustee's account in the S&P 500 Stock Index Fund by the total number of units outstanding as of the end of the month.

The number of units credited to a participant's account each month shall be calculated by dividing his total savings and the value of funds being transferred or rolled over from a qualified retirement plan of an Employing Company during that month for investment in the S&P 500 Stock Index Fund by the value of a unit as determined at the end of the month in which the savings, transfer or rollover occurred.

The Trustee may, in its sole discretion, maintain in cash such part of the assets of the S&P 500 Stock Index Fund as it shall deem to be necessary. The Trustee shall not be liable for interest on the portion maintained as cash.

SECTION 3.07 UNITED INCOME FUND

As soon as practicable after the end of each month, funds to be invested in the United Income Fund shall be transferred by the Trustee in accordance with the contract or contracts applicable to this Fund to be invested in the United Income Fund, a mutual fund, managed by Waddell & Reed, Inc.

Funds represented by employee savings, dividends and capital gain (on shares previously allocated to the participant's account) and rollovers from a qualified retirement plan of an Employing Company are to be allocated into shares at the average cost of the shares of the United Income Fund acquired by the Trustee with such funds and the resulting shares shall be allocated to the participant's account.

The value of any funds being transferred each month by participants from other investments to the United Income Fund shall be allocated into shares for all such participants at the average cost of the shares acquired by the Trustee specifically for the funds being transferred.

SECTION 3.08 BOND INDEX FUND

As soon as practicable after the end of each month, funds to be invested in the Bond Index Fund shall be transferred by the Trustee in accordance with the contract or contracts applicable to this fund to be invested in the Bankers Trust Pyramid Government/Corporate Income Index Fund managed by Bankers Trust.

Each participant's share in the Bond Index Fund will be represented by units allocated to his account. At the end of each month, the Trustee shall determine the value of a unit by dividing the sum of the uninvested cash and the current market value of the Trustee's account in the Bond Index Fund by the total number of units outstanding as of the end of the month.

The number of units credited to a participant's account each month shall be calculated by dividing his total savings and the value of funds being transferred and funds being rolled over from a qualified retirement plan of an Employing Company during that month for investment in the Bond Index Fund by the value of a unit of the fund at the end of the month in which the savings, transfer or rollover occurred.

The Trustee may, in its sole discretion, maintain in cash such part of the assets of the Bond Index Fund as it shall deem to be necessary. The Trustee shall not be liable for interest on the portion maintained as cash.

SECTION 3.09 INTERNATIONAL STOCK FUND

As soon as practicable after the end of each month, funds to be invested in the International Stock Fund shall be transferred by the Trustee in accordance with the contract or contracts applicable to this fund to be invested in the T. Rowe Price International Stock Fund, a mutual fund, managed by T. Rowe Price.

Funds represented by employee savings, dividends and capital gains (the latter two on shares previously allocated to the participant's accounts) and rollovers from a qualified retirement plan of an Employing Company are to be allocated each month into shares at the average cost of the shares of the International Stock Fund acquired by the Trustee with such funds and the resulting shares shall be allocated to the participant's account.

The value of any funds being transferred each month by participants from other investments to the International Stock Fund shall be allocated into shares for all such participants at the average cost of the shares acquired by the Trustee for funds being transferred.

SECTION 3.10 SECTION 404(c) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

The Trustee intends that the Plan will meet all the requirements to comply with Section 404(c) of ERISA for the Plan to constitute a Section 404(c) plan, therefore the participant and not the fiduciaries of the Plan will be responsible for any losses incurred by reason of the fiduciaries' executing the participant's investment decision or otherwise carrying out the instructions of the participant.

SECTION 3.11 STOCK RIGHTS, STOCK SPLITS AND STOCK DIVIDENDS

A participant shall have no right of request, direction or demand upon the Trustee in exercise in his behalf rights to purchase shares of common stock or other securities of the Corporation. The Trustee, in its discretion, may exercise or sell any rights to purchase shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock appertaining to shares of such stock held by the Trustee, whether or not allocated to individual accounts, and shall sell any rights to purchase other securities of the Corporation appertaining to shares of such stock held by the Trustee, whether or not allocated to individual accounts. The accounts of participants shall be appropriately credited.

Shares of any of the Corporation Stocks received by the Trustee by reason of a stock split or a stock dividend shall be appropriately allocated to the accounts of the participants.

ARTICLE IV. WITHDRAWALS AND INVESTMENT TRANSFER

SECTION 4.01 AFTER-TAX SAVINGS, COMPANY CONTRIBUTIONS AND EARNINGS WITHDRAWABLE PRIOR TO TERMINATION OF EMPLOYMENT

A participant shall, subject to the provisions reflected below, have the right to voluntarily withdraw all or any portion of his After-Tax Accounts and his Company Contribution Account provided that the funds withdrawn are vested. The participant shall also have the right to select the type of investment or investments in his account from which the withdrawal is to be made as well as whether the withdrawal is to be from the Pre 1987 After-Tax Account, the Post-1986 After-Tax Account, the Company Contribution Account, Rollover Account or a combination thereof.

- (a) With respect to withdrawals from the U. S. Government Obligation Fund, the Group Interest Fund, the Bond Index Fund and the S&P 500 Stock Index Fund, the participant may withdraw all or any portion of the vested value of units of the respective funds in his account except as provided in (c) below.
- (b) With respect to Marathon Group Stock, Steel Group Stock, Delhi Group Stock, International Stock Fund and the United Income Fund, the participant may withdraw all or any portion of the vested shares of the respective stocks in his account, except as provided in (c) below.
- (c) Company Contributions Not in Plan for Twenty-Four Months – Investments purchased with company contributions that have not been in the Plan for at least twenty- four (24) months and earnings thereon are not available for voluntary withdrawal.
- (d) Non-Vested Company Contributions – Investments purchased with company contributions which have not vested in accordance with Section 2.09 and earnings thereon are not available for voluntary withdrawal.
- (e) Minimum Withdrawals – With respect to any withdrawals, the Trustee may, by Administrative Regulations, adopt prescribed minimum investment amounts or, in the case of the United Income Fund, International Stock Fund or Corporation stocks, minimum number of shares which may be withdrawn. The minimums shall not apply if the employee is withdrawing all of his withdrawable funds, unit or shares from the investment being withdrawn.
- (f) Source of Withdrawal – Where a participant is requesting withdrawal of only a portion of a specific investment, the source of the funds or shares withdrawn from that investment shall follow a priority sequence until the requested amount is attained. The priority sequence, as established by the Trustee, is as follows:
 - (1) Employee savings;
 - (2) Earnings on employee savings;
 - (3) Vested company contributions, where applicable.
 - (4) Earnings on vested company contributions, where applicable.

In no event will the funds or number of shares being withdrawn exceed the value of the units or number of shares of such investment in the employee's account at the time of withdrawal.

- (g) Participation After Withdrawal of Matched Savings That Have Not Been in the Plan for at Least Twenty-Four Months – A participant who withdraws any portion of his matched employee savings made during the 24-month period prior to the month in which such withdrawal occurs shall cease to be eligible to pay into the Plan any employee savings (whether matched or unmatched) for the six calendar months following the month in which the withdrawal is made. Any participant whose savings are suspended under this provision shall have such savings automatically restarted the first of the month following the six-month suspension utilizing the participant's authorization for Pre-Tax savings, After-Tax savings and investment allocation that was in effect at the start of the suspension period unless the participant elects otherwise.
- (h) Forfeiture of Company Contributions – Non-vested company contributions will not be forfeited on any withdrawal processed under this Section 4.01 but will remain in the participant's account to vest in the same manner as though the applicable employee savings had not been withdrawn.
- (i) Reinstatement of Company Contributions – Company contributions previously forfeited shall be reinstated to the Plan if the participant repays to the Trustee within five years after the date of the withdrawal an amount equal to the cash value of the company contributions that were forfeited. The reinstated company contributions will be recorded as company contributions, and the amount repaid by the participant will be considered as Post 1986 After-Tax savings. All amounts received and company contributions reinstated will be credited to the participant's account for the month in which reinstatement was made.
- (j) Withdrawals Not Subject to Replacement – Except as provided in paragraph (i) of this section, a participant may not replace any funds or investments voluntarily withdrawn from the Plan.

SECTION 4.02 PRE-TAX PORTIONS WITHDRAWABLE PRIOR TO TERMINATION OF EMPLOYMENT

A participant shall have the right, subject to the provisions set forth in Section 4.01(a) through (j) inclusive, to withdraw funds from his Pre-Tax savings account after attainment of age 59-1/2 or the incurrence of a financial hardship. In the later case, additional provisions discussed below in this section also apply.

Any request to withdraw under the financial hardship provisions must be approved by the Trustee. The participant must submit in writing any financial hardship request, including a financial data sheet, to the Trustee to document the existence of an immediate and heavy financial need and also to certify that other financial resources are not available to meet the financial need. In reviewing the

financial hardship request, the Trustee will take into consideration: (a) the nature of the financial hardship, giving preference to cases involving uninsured medical expenses, purchase of a principal residence, post secondary educational expenses for the participant or his dependents, and the prevention of eviction of the participant or the foreclosure of the mortgage on the participant's principal residence; (b) whether or not the participant has other resources or assets which are reasonably available to satisfy the financial need (1) through reimbursement or compensation by insurance or otherwise; (2) by liquidation of the participant's resources or assets, provided that the liquidation of the other resources or assets would not of itself cause an immediate and heavy financial need; (3) by cessation of Pre-Tax savings and After-Tax savings under the Plan; or (4) by distribution of other funds (including a Plan loan) in the Plan, or by borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need. A participant's resources are deemed to include those assets held by the participant's spouse and minor children to the extent such assets are reasonably available to the participant; and (c) the amount of funds needed to meet the financial hardship and its relationship to the funds being requested.

If the financial hardship request is approved by the Trustee, the participant would be required to withdraw any other available funds from the Plan and would be permitted to withdraw Pre-Tax savings, excluding any earnings thereon, up to the amount necessary to satisfy the remaining financial obligation. The amount to be withdrawn may, at the participant's request, be grossed up to include the amount necessary to pay any taxes or penalties reasonably anticipated to result from the withdrawal.

In all cases, the Trustee's decision on whether or not the financial hardship provisions have been met will be final.

SECTION 4.03 WITHDRAWALS UPON TERMINATION OF EMPLOYMENT BY REASON OF RETIREMENT, PERMANENT LAYOFF, TOTAL AND PERMANENT DISABILITY OR DEATH

A participant whose employment terminates by reason of retirement, permanent layoff, total and permanent disability or death shall be credited for withdrawal purposes with the current unit value of all units, all shares of United Income Fund, International Stock Fund and Corporation Stocks and all uninvested cash then held in his account, representing all employee savings and earnings thereon and all company contributions and earnings thereon, notwithstanding the vesting provisions of Section 2.09.

SECTION 4.04 WITHDRAWALS UPON TERMINATION OF EMPLOYMENT OTHER THAN BY REASON OF RETIREMENT, PERMANENT LAYOFF, TOTAL AND PERMANENT DISABILITY OR DEATH

A participant whose employment terminates prior to attaining five years of continuous service, for reasons other than retirement, permanent layoff, total and permanent disability or death shall be credited for withdrawal purposes with the current unit value of all units, all shares of United Income Fund, International Stock Fund and Corporation Stocks and all uninvested cash then held in his account representing (a) all employee savings and earnings thereon, and (b) company contributions and earnings thereon, as shall have become vested by the date of termination. Company contributions and earnings thereon which have not become vested shall be forfeited.

SECTION 4.05 DEFERRAL OF DISTRIBUTION

A participant who terminated employment and whose vested account value is \$3,500 or more, may defer distribution of his vested account until such time as he requests such distribution except that he must receive a distribution of his entire account by April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2. Any company contributions that are not vested prior to termination or as a result of termination of employment will be forfeited by the participant at the time of termination.

During the deferral period, the participant may elect to transfer funds between investments or obtain a Plan loan on the same basis as an active participant. In addition, the participant may request up to two partial withdrawals during a calendar year with each withdrawal being subject to a \$500 minimum. A period of 30 days must elapse between the latter of the participant's termination date or the date he elects to defer distribution and the date the participant requests final settlement.

The participant who defers distribution assumes all market risks associated with investments in his account during the deferral period. Dividends and interest will be credited to each investment in the normal manner of the Plan. Final distribution value will be based upon unit and share value determined in accordance with Section 4.08. Furthermore, the participant assumes all risks associated with any revision in the Code which may affect, favorably or unfavorably, the taxation of any subsequent distribution.

Unless earlier settlement is elected, distribution of the participant's account remaining in the Plan will automatically be made by April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2. In which case, shares of Corporation stock will be issued in the participant's name unless the participant elects otherwise and all other investments will be distributed in cash.

SECTION 4.06 REEMPLOYMENT

A participant who terminates his employment on or after January 1, 1985 and who is subsequently reemployed by an Employing Company prior to incurring five consecutive one-year breaks in continuous service will have the value of any unvested company contributions which were forfeited on account of his termination of employment reinstated to the Plan under the following rules:

- (a) In the case of a reemployed participant who received a distribution of his account upon termination of employment, the forfeited company contributions will be reinstated if he repays to the Trustee an amount equal to the cash value of the distribution (but not exceeding the value of the forfeited company contributions) within the earlier of (1) five years after the date the participant is subsequently reemployed, or (2) the close of the period of five consecutive one-year breaks in continuous service commencing after the distribution.

- (b) In the case of a reemployed participant who did not receive a distribution of his account balance upon termination of employment, the forfeited company contributions will be reinstated to his account in the Plan effective as of the month following the month in which he advises the Trustee, in writing, that he has been reemployed by an Employing Company and requests that the forfeited company contributions be reinstated.

The reinstated company contributions will be recorded as a company contribution, and the amount repaid by the participant will be considered as Post 1986 After-Tax savings. All amounts received and/or company contributions reinstated in accordance with this section will be credited and allocated to the participant's account for the month in which the reinstatement was made.

SECTION 4.07 EFFECTIVE DATE OF WITHDRAWAL

The effective date of any withdrawal shall be (a) in the case of voluntary withdrawal, the date specified in a written notice of withdrawal presented to the Trustee, but not earlier than the date such notice is received by the Trustee or (b) in the case of termination of employment, the date of such termination except where the eligible participant has, under Section 4.05, deferred distribution of his account in which case the effective date shall be the earlier of the date written authorization is received from the former employee to distribute the account, the date of the participant's death or the date on which age 70-1/2 is attained. Settlement shall be made as soon as practicable after the effective date of withdrawal.

SECTION 4.08 PAYMENT OF WITHDRAWALS

All distributions of units from the U. S. Government Obligation Fund, the S&P 500 Stock Index Fund, the Bond Index Fund and the Group Interest Fund will be paid in cash and will be based on the current unit value in effect at the end of the month preceding the month in which the withdrawal was processed to be paid by the Trustee.

All distributions of shares from the United Income Fund and the International Stock Fund will be paid in cash and will be separately determined based on the average net price per share received by the Trustee for all such shares of each fund being withdrawn and paid to participants in that calendar month.

With respect to Delhi Group Stock, Marathon Group Stock and Steel Group Stock, the participant shall receive in stock the number of full shares of such stock being withdrawn and the cash value of any fractional share being withdrawn. The participant may at the time of withdrawal, request the Trustee to sell such shares for his account and to distribute the proceeds to him, however, the Trustee is not required to honor any such request that is not received within thirty days following the effective date of withdrawal. Separate elections can be made by the participant with respect to the manner of distribution of any of the Corporation Stocks except that where more than one Corporation Stock is being requested in certificate form, the registration of each stock must be identical. With respect to any shares of Corporation Stock which are to be sold for the account of the participant, the Trustee may, at its option, (a) purchase such shares at the current market value on the effective date of withdrawal, or (b) sell such shares on the market for the account of the participant. Upon transfer of shares of Corporation Stock to the name of the participant or sale thereof for the account of the participant, the participant shall pay all applicable transfer taxes and all other charges, if any, including brokerage commissions, incident to such transfer or sale. In any event, all shares of each stock for which the participant requested cash, will be valued at the average net price per share received by the Trustee for all such shares being redeemed for withdrawal purposes that month.

Employee savings and any applicable company contributions and dividends for the current month which are withdrawn prior to being allocated into units and/or shares shall be paid in cash without interest or dividends thereon.

SECTION 4.09 GENERAL ANNUITY PROGRAM

The administrator, in its sole discretion, may establish a general annuity program.

SECTION 4.10 AUTOMATIC DISTRIBUTION

Notwithstanding anything to the contrary contained herein, the Trustee may make a distribution to a terminated participant of the entire vested value of his account if the vested value of such account as of the date of termination is \$3,500 or less.

The distribution to the beneficiary of a deceased participant's account may be delayed until such time as the beneficiary requests distribution but not later than one year from the end of the month in which the participant died. If the beneficiary does not request a distribution by the end of the one-year period, the Trustee may make a distribution to the beneficiary of the entire vested value of the participant's account as of that time.

SECTION 4.11 DISTRIBUTION DEADLINE

Except as provided in Section 4.05, distribution of a participant's account shall begin not later than the 60th day after the close of the Plan Year in which the participant terminated employment.

Notwithstanding anything to the contrary contained in this Plan, an employee who has not separated from service and who attains age 70-1/2 after December 31, 1987, shall receive a distribution by April 1 of the calendar year following the calendar year in which the employee attains age 70-1/2, and another distribution by December 31 of that calendar year and as of December 31 of each succeeding calendar year. These distributions will be based upon (a) the employee's account balance, as determined as of December 31 of the calendar year preceding each distribution calendar year, and (b) the employee's life expectancy, as determined under the expected return multiples in Tables V and VI of Treasury Regulations - Section 1.72-9. Any distributions required under this paragraph will be made in conformance of Code Section 401(a)(9) and the regulations thereunder.

SECTION 4.12 DIRECT ROLLOVER TO AN ELIGIBLE RETIREMENT PLAN

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under Article IV, an eligible distributee may elect at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution (other than a distribution of \$200 or less) paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- (a) An eligible rollover distribution is any distribution of all of any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion of net unrealized appreciation with respect to employer securities).
- (b) An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.
- (c) The term "eligible distributee" includes the Participant, the Participant's surviving spouse, and the Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).
- (d) A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

SECTION 4.13 TRANSFER OF INVESTMENTS

A participant (or a beneficiary of a participant following the participant's death) may elect to transfer funds credited to his accounts between one or more investments subject to the following provisions:

- (a) **General Provisions and Limitations**
 - (1) All the provisions of this section are applicable on any investment transfer authorized by a participant and, except for the required three-month interval between transfers, apply separately to investments within the Pre 1987 After-Tax Account, the Post 1986 After-Tax Account, the Pre-Tax Account, the Company Contribution Account, the Rollover Account or a combination of these accounts. In no event will a transfer result in the recharacterization of funds between any of the above accounts.
 - (2) All transfers between investments are to be expressed in increments of five percent.
 - (3) An interval of at least three months is required between each transfer authorization by a participant except if the prior transfer occurred in the three-month period prior to the date on which a new investment option is added to the Plan.
 - (4) Direct transfer of funds in either direction between the U. S. Government Obligation Fund and the Group Interest Fund is not permitted.
 - (5) Prior to July 1, 1994, transfers of funds from the Group Interest Fund to the Bond Index Fund is not permitted.
 - (6) Simultaneous transfers out of and into the same investment within each account are not permitted.
 - (7) The Trustee may, by Administrative Regulations, adopt or change prescribed maximum or minimum investment amounts, number of shares or units which may be transferred and may establish any controls or restrictions it feels necessary to properly administer the investment transfer provisions.
 - (8) Effective July 1, 1995, Section 4.13(a)(3) is eliminated and transfers between investments will be permitted on a monthly basis except that an interval of at least three months is required between the month in which the participant makes a transfer involving the Group Interest Fund and/or the U.S. Government Obligation Fund and the next month in which he makes a transfer involving either or both of these funds.
- (b) **Transfer Elections**
 - (1) The election to transfer investments must be made on a form prescribed by the Trustee and signed by the participant. All properly completed investment transfer election forms which are received by the Trustee in its Pittsburgh, Pennsylvania office by the last working day of the month will be accumulated and processed as a single group by the Trustee in the following month. All investment transfers received by the Trustee in the same calendar month, regardless of what day the request was received, will be processed at the same unit value and/or share value applicable to the investments involved.
 - (2) An investment transfer request which has been received by the Trustee may be cancelled, but not revised, by the participant provided the cancellation request is in writing and the written request is received by the Trustee in its Pittsburgh, Pennsylvania office on or before the last working day of the month in which the transfer request was received. Any participant who cancels an investment transfer request must wait until the subsequent calendar month before submitting a new transfer request.
 - (3) An investment transfer for a participant who has a withdrawal request and/or a loan request being processed during the same month, will be based on the funds or shares in the account after the withdrawal and/or the loan has been processed.

(c) Unit and Share Values

- (1) Values and unit allocation for all transfers out of or into the S&P 500 Stock Index Fund, the Group Interest Fund, the Bond Index Fund or the U. S. Government Obligation Fund will be based on the unit value applicable to each fund as of the end of the month in which the transfer forms are received by the Trustee.**
- (2) With respect to the United Income Fund and the International Stock Fund, any shares being transferred out of either Fund will be separately valued at the average net price per share of each fund received by the Trustee for all such shares being transferred that month.**

Funds being transferred into the United Income Fund and the International Stock Fund will be allocated into shares at the respective average net cost per share to the Trustee for all such shares of each fund purchased with funds transferred that month.

- (3) In connection with Delhi Group Stock, Marathon Group Stock or Steel Group Stock being transferred to other investments, the Trustee may, at its option: (i) purchase such shares at the average of the closing market price on the New York Stock Exchange for a period of five consecutive trading days ending with a specific trading day in the month following the month in which the Trustee received the transfer request, or (ii) sell such shares on the market, or (iii) a combination of (i) and (ii). In any event, all shares of each stock being transferred will be separately valued at the average net price per share received by the Trustee for all such shares being transferred that month.**
- (4) With respect to transfers from other investments into Delhi Group Stock, Marathon Group Stock or Steel Group Stock, the Trustee may at its option purchase such shares: (i) from withdrawals by participants involving the sale of such stock including any shares being forfeited as a result of the withdrawal, or (ii) from transfers out of such stock requested by the participants, or (iii) on the market, or (iv) from the Corporation, out of authorized and unissued shares or out of stock purchased by the Corporation and held in treasury with any such purchase being made at the current market value thereof, or (v) any combination of the above. In any event, all funds being transferred into each stock will be allocated into shares of that stock at the average cost to the Trustee of all shares of such stock acquired during the month for this purpose.**
- (5) All applicable charges with respect to investment transfers, including any brokerage commissions and fees, will be charged to the participant and accordingly will be reflected in the value or share prices applicable to the transfer.**

ARTICLE V. OTHER PROVISIONS OF THE PLAN

SECTION 5.01 THE UNITED STATES STEEL AND CARNEGIE PENSION FUND

The United States Steel and Carnegie Pension Fund (a non-profit corporation formed under the laws of the Commonwealth of Pennsylvania) shall be the Plan Trustee, Plan Administrator, agent for service of legal process and named fiduciary under the Plan.

SECTION 5.02 POWERS OF THE UNITED STATES STEEL AND CARNEGIE PENSION FUND

The United States Steel and Carnegie Pension Fund, as Plan Trustee and Plan Administrator, shall have the right to (a) name additional named fiduciaries, allocate fiduciary responsibilities (other than Trustee responsibilities) among itself and other named fiduciaries and designate persons among itself and such other named fiduciaries to carry out fiduciary responsibilities under the Plan, (b) allocate its responsibilities for the operation and administration of this Plan and it or any other named fiduciary may employ one or more persons to render advice with respect to any responsibility held by it or such named fiduciary, and (c) administer the Plan and decide all questions out of and relating to the administration of the Plan.

The decision of the Plan Administrator shall be final and conclusive as to all questions of interpretation and application of the Plan provisions and as to all other matters arising in the administration of the Plan provisions. In exercising its discretionary authority to administer, interpret and apply the Plan provisions, the Plan Administrator shall be guided by the intent of the Corporation in establishing the provision being interpreted or applied.

SECTION 5.03 AMENDMENT, MODIFICATION, SUSPENSION OR TERMINATION

The Corporation reserves the right to make any changes in the Plan or to terminate the Plan as to any or all groups of employees or participants covered under this Plan or to suspend employer contributions to the Plan. Any amendment to the Plan (including any amendment which increases, reduces or alters the benefits of this Plan) or any action which terminates this Plan or suspends employer contributions to this Plan as to any or all groups shall be made by a resolution of the Corporation's Board of Directors (or any authorized committee of such Board) adopted in accordance with the by-laws of the Corporation and the corporation law of the state of Delaware. No amendment, modification, suspension or termination of the Plan shall have any retroactive effect or provide or have the effect of providing that the funds held in Trust by the Trustee or the income thereof may be used for or devoted to purposes other than the Plan.

SECTION 5.04 ADMINISTRATIVE EXPENSES OF THE FUND

Except as otherwise provided in the Plan, all costs and expenses incurred in administering the Plan, including the expenses of the Administrator, the fees and expenses of the Trustee and other legal and administrative expenses, shall be paid by Employing Companies having employees eligible for participation in the Plan.

SECTION 5.05 DESIGNATION OF BENEFICIARIES IN THE EVENT OF DEATH

The beneficiary of any participant shall be the participant's spouse at the time of the participant's death unless such participant, subject to the conditions in the following paragraph, shall have named some other person, institution or trust as the beneficiary on a form prescribed by and duly filed with the Trustee.

Notwithstanding anything to the contrary herein, no beneficiary designation by a participant who has a spouse at the time of the participant's death shall be valid after January 1, 1985 except as such beneficiary designation lists the spouse as primary beneficiary of all the assets in the account of the participant or except as such spouse consents in writing to such designation of another person, institution or trust as beneficiary of all or part of the assets in the account on a form prescribed by the Trustee, witnessed by a representative of the Plan or by a notary public, and filed with the Trustee. The written consent of the spouse to a given beneficiary designation cannot be revoked. The Trustee may waive the spousal consent requirement if it is established to its satisfaction that the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may prescribe. Any such waiver must be authorized in writing by the Vice President - Administration of the United States Steel and Carnegie Pension Fund.

A participant, subject to the restrictions applicable to a married participant, may file with the Trustee a written designation of a beneficiary or beneficiaries with respect to all or part of the assets in the account of the participant and such designation may be changed or revoked by the sole action of the participant provided, however, that the written designation of beneficiary filed with the Trustee shall not be automatically revoked by the participant's request to withdraw all or part of the assets in his account.

In the event that a participant dies after requesting a Plan loan or a withdrawal of some or all of the assets in his account but prior to distribution of all assets in his account, the undistributed assets, including the loan proceeds and any remaining assets in his account shall be distributed to the beneficiary or beneficiaries designated provided the Trustee receives written notice of the participant's death prior to making a distribution in accordance with the loan or withdrawal request. Assets to be distributed in kind or in cash will be considered distributed as of the date that any Corporation stock or check is deposited in the United States mail.

Notwithstanding anything to the contrary contained herein, if upon termination of employment an unmarried participant requests that one or both of the Corporation stocks be issued in his name and in the name of another individual, such other individual shall be deemed to be the named beneficiary with respect to such stock as though such individual had been named on a written designation and any prior written designation to the contrary will be deemed to have been revoked with respect to such stock.

Upon the death of a participant, the assets in the participant's account shall be distributed as provided in the Plan to the beneficiary or beneficiaries, if then living, determined in accordance with this section except as otherwise required by law. The term "living" for this purpose means living 30 days after the death of the participant excluding the day of death.

SECTION 5.06 PARTICIPANT'S ANNUAL STATEMENT – AUDITS

There shall be furnished at least annually a statement to each participant showing by investment (a) the number of units of each investment in his account, and (b) the unit or share value of each investment, and (c) the number of shares of United Income Fund, International Stock Fund, Marathon Group Stock, Steel Group Stock and Delhi Group Stock in his account.

Each participant shall have the responsibility of checking the statement of his account to ascertain that all employee savings and contributions are being deducted and applied in accordance with his authorization and election.

The accounts of the Trustee shall be audited annually by auditors selected by the Corporation.

SECTION 5.07 VOTING OF CORPORATION STOCKS BY THE TRUSTEE

As to shares of Delhi Group Stock, shares of Marathon Group Stock and shares of Steel Group Stock held by the Trustee in any account, the Trustee shall vote in accordance with directions of the participant all full shares of each stock allocated to the account of the participant acquired with savings, dividends or company contributions. The Trustee shall also vote all full shares of each stock allocated to the account of participants as to which it has not received directions of participants. With respect to the latter, such vote by the Trustee shall be in the same proportion for and against each item to be voted upon as the vote by participants furnishing directions to the Trustee with respect to each stock.

SECTION 5.08. PROCEDURE IN THE EVENT OF A TENDER OFFER

If a tender offer is made for all or part of the outstanding shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock, the Trustee shall promptly inform participants in the Plan of such offer and, as soon as practicable, solicit instructions from all participants as to whether the shares credited to the respective participants' accounts for such stock shall be tendered. The Trustee shall tender or not tender, as the case may be, the shares of such stock credited to the respective participants' accounts in accordance with the instructions received. In the event a participant fails to respond to the Trustee's request for instructions within the time period set by the Trustee, the non-responding participant's shares of the stock involved shall be tendered by the Trustee only if the Trustee is instructed to tender a majority of the shares for which the trustee receives instructions from participants.

Any cash or securities received by the Trustee pursuant to a tender of any of the Corporation Stocks shall be credited to the same account within the participant's account as the Corporation stock that was tendered. The vesting of such cash or securities and the right to withdraw such cash or securities shall be subject to the same terms and conditions as the Corporation stock to which such cash or securities relates.

All cash proceeds and earnings on securities received with respect to tendered shares of Corporation stock shall be invested in the U. S. Government Obligation Fund.

SECTION 5.09 EFFECT OF MERGER, CONSOLIDATION OR DIRECT-PLAN TRANSFER OF ASSETS

Neither the Plan nor the Trust Fund may be merged or consolidated with, nor may its assets or liabilities be transferred to, any other Plan or Trust, in whole or in part, unless each participant would be entitled to a benefit immediately after the merger, consolidation or transfer (if the Plan then terminated) which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had then been terminated).

Subject to the Trustee's approval, and under conditions specified by the Trustee, the entire account balance for each participant whose Employing Company, division or location has either been sold by the Corporation or is operating as a joint venture with the Corporation may, upon written request by the new Employing Company be merged directly into the qualified defined contribution plan of the new Employing Company provided the participant so elects. In all such cases, an agreement is required between the Trustee, the new Employing Company and, where applicable, the Trustee of the qualified defined contribution plan to which the direct-plan transfer is being made. The agreement will spell out the conditions under which the direct plan transfer will be made, including but not limited to participant communication, valuation date, the manner and date funds are to be transferred, the disposition of Corporation stock and outstanding Plan loans.

A participant who transfers employment to or who is subsequently employed by USX Corporation, Marathon Oil Company or Delhi Gas Pipeline Corporation, may request a direct-plan transfer of the entire balance of his account at his former Employing Company to the tax-qualified savings or thrift plan of his current Employing Company subject to the approval of the Trustee of each plan involved. This paragraph is limited to transfers of account balances between tax-qualified savings or thrift plans of USX Corporation, Marathon Oil Company or Delhi Gas Pipeline Corporation.

SECTION 5.10 TERMINATION OF PLAN

In the event of termination or partial termination of the Plan, or upon complete discontinuance of contributions under the Plan, the rights of all participants to the benefits accrued to the date of such termination or discontinuance shall, to the extent funded as of such date or the amounts credited to the participants' accounts, become nonforfeitable.

SECTION 5.11 LIMITATIONS ON CONTRIBUTIONS AND BENEFITS

In no event shall the annual addition in any limitation year to a participant's account under this Plan and all defined contribution plans maintained by an Employing Company, exceed the lesser of:

- (a) \$30,000 (as adjusted for any cost-of-living increases authorized by the Secretary of the Treasury), or
- (b) 25% of the participant's compensation.

For purposes of calculating the annual addition to a participant's account, the following terms shall have the meanings specified:

- (a) The term "limitation year" shall mean the calendar year.
- (b) The term "participant's compensation" shall mean the participant's "compensation", within the meaning of Code Section 415(c)(3) and the regulations thereunder (after reduction for any elective contributions that are made by the employer on behalf of the participant that are not includable in income under Code Section 125 or 402(a)(8)) for personal services actually rendered in the course of employment with an Employing Company maintaining the Plan for the limitation year.
- (c) The term "annual addition" means for any limitation year beginning on or after January 1, 1987 the sum of:
 - (1) employer contributions (company contributions and Pre-Tax savings),
 - (2) employee After-Tax savings, and
 - (3) forfeitures.

Notwithstanding anything to the contrary in this Plan, the otherwise permissible annual addition for any participant may be further reduced to the extent necessary, as determined by the Trustee, to prevent disqualification of the Plan under Code Section 415(e). The limitations of Code Section 415(e) impose limitations on the benefits payable to participants who also are participating in another tax-qualified pension plan maintained by an Employing Company. For purposes of this section, the term Employing Company has the same meaning as "consolidated group of corporations" as defined by Section 414(b) of the Code.

If a participant is, or was, covered by both a defined contribution plan and a defined benefit plan maintained by one or more Employing Companies, the sum of the defined contribution plan fraction and the defined benefit plan fraction for any limitation year may not exceed 1.0.

The defined contribution plan fraction for any limitation year is a fraction, the numerator of which is the sum of the annual additions to the participant's account under all defined contribution plans maintained by any Employing Company as of the close of the year, and the denominator of which is the sum of the lesser of the following amounts determined for such year and each prior year of service with any Employing Company:

- (a) the product of 1.25 multiplied by the dollar limitation in effect under Section 415(c)(1)(A) of the Code for such year, or
- (b) the product of 1.4 multiplied by the amount which may be taken into account under Section 415(c)(1)(B) of the Code for such year.

The defined benefit plan fraction is a fraction, the numerator of which is the sum of the participant's projected annual benefits under all defined benefit plans of any Employing Company, and the denominator of which is the lesser of:

- (a) the product of 1.25 multiplied by the dollar limitation in effect under Section 415(b)(1)(A) of the Code for the limitation year, or
- (b) 1.4 multiplied by the amount which may be taken into account under Section 415(b)(1)(B) of the Code for such year.

If in any limitation year, the sum of the defined contribution plan fraction and the defined benefit plan fraction would exceed 1.0, the amount of annual additions and the rate of benefit accruals will be adjusted so that the sum of the fractions will not exceed 1.0.

The Trustee may elect with respect to any year to apply the provisions of Section 415(e)(6) of the Code in determining the denominator of the defined contribution plan fraction.

If the Plan is or becomes "top-heavy", as such term is defined in Section 416(g) of the Code, in any Plan year beginning after December 31, 1983, the provisions of Appendix A will supersede any conflicting provisions of this Plan. In addition, the calculation of the defined contribution plan fraction and the defined benefit plan fraction as defined in this section shall be modified by substituting a factor of 1.0 for 1.25 in each place where it appears.

SECTION 5.12 NONFORFEITABLE BENEFITS

Notwithstanding anything to the contrary contained in this Plan, a participant's rights in the accrued benefit derived from his own contributions are nonforfeitable. Notwithstanding anything to the contrary contained in this Plan, a participant's rights in the portion of the accrued benefit derived from the contributions of an Employing Company, which have herein vested, are nonforfeitable. Similarly, upon attainment of age 65 or attainment of five years of continuous service, a participant's right to the entire portion of his accrued benefit derived from contributions of an Employing Company shall become nonforfeitable.

SECTION 5.13 NON-ASSIGNABILITY

It is a condition of the Plan, and all rights of each participant shall be subject thereto, that no right or interest of any participant in the Plan or in his account shall be assignable or transferable or subject to any lien in whole or in part, either directly or by operation of law or otherwise, including, but not by way of limitation, execution, levy, garnishment, attachment, pledge, bankruptcy or in any other manner, except a transfer as a result of death or mental incompetency, and no right or interest of any participant in the Plan or in his account shall be liable for, or subject to, any obligation or liability of such participant.

Notwithstanding anything to the contrary contained herein, payment of benefits under the Plan shall be subject to and in conformance with the provisions of any qualified domestic relations order as required by the Retirement Equity Act of 1984.

SECTION 5.14 LOAN PROGRAM

Notwithstanding anything to the contrary in Section 5.13, the Administrator may adopt rules providing for the issuance of loans from Plan assets to Plan participants under defined conditions and may require the participant to pledge all or a portion of his account as security for the loan. The Loan Rules adopted by the Administrator shall be considered part of the Plan as though expressly incorporated therein. The Vice President - Administration of the United States Steel and Carnegie Pension Fund shall have the authority to amend or modify such Loan Rules consistent with the purpose of the Loan Program. The Loan Rules must comply with Section 408(b)(1) of the Employee Retirement Income Security Act of 1974 and also with any regulations issued by the Department of Labor under such section.

The Trustee shall make such loans to any participant whose application meets the requirements of the Loan Rules.

SECTION 5.15 SPECIAL VACATION BENEFIT (DISCONTINUED)

The Special Vacation Benefit provisions of the Plan were terminated as of June 30, 1982, and no further benefits accrued thereafter. Any reference in this Plan to company contributions include any Special Vacation Benefit entitlements that were deposited in the Plan as additional company contributions, unless previously withdrawn by the participant.

SECTION 5.16 APPEAL PROCEDURE

If a participant's claim for benefits under the Plan, including a request for withdrawal under the financial hardship provisions, is denied or if he believes that the amount of the benefits which he receives is incorrect, he may within sixty (60) days of the date his request for benefits is denied or he received benefits which he believes were paid in an improper amount, write to the Vice President - Administration, United States Steel and Carnegie Pension Fund, 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776, furnishing all information supporting his position. His appeal will be reviewed by the Vice President - Administration and a reply will be made within sixty (60) days of the date the appeal is received.

The decision of the Vice President - Administration shall be final and conclusive with respect to all disputes other than a dispute concerning the forfeiture of unvested company contributions. The decision of the Vice President - Administration shall be final and binding with respect to a dispute concerning the forfeiture of unvested company contributions, except insofar as a participant, within sixty (60) days after notification of the Vice President's decision submits a written demand for arbitration. A dispute so appealed shall be submitted to an arbitrator selected by the Chairman of the Board of Arbitration, 530 Oliver Building, Pittsburgh, Pennsylvania 15222-4776, unless the claimant requests that the dispute be submitted to another arbitrator. In such event, the claimant and the Plan Administrator shall mutually agree upon an arbitrator to hear such dispute with the costs shared equally by the Plan Administrator and the claimant.

The arbitrator shall have the authority only to decide the question pursuant to the provisions of the Savings Fund Plan but shall not have authority in any way to alter, add to or subtract from any of such provisions. The decision of the arbitrator shall be binding on the Employing Company, the Plan Administrator and the claimant.

SECTION 5.17 EFFECTIVE DATE OF PLAN

The effective date of the Plan is May 7, 1957.

APPENDIX A
USX Corporation
SAVINGS FUND PLAN
For Salaried Employees

I. TOP-HEAVY PROVISIONS

If this Plan is or becomes top-heavy, as defined herein, in any plan year beginning after December 31, 1983, the provisions of this Appendix A shall supersede any conflicting provisions in the Plan. Notwithstanding the adoption of these top-heavy provisions, the Plan is not presently top-heavy nor is it anticipated that the Plan will become top-heavy in any plan year, therefore, these top-heavy provisions should never affect benefits as otherwise provided under the Plan.

II. DEFINITIONS

A. Key Employee – Any employee or former employee (and the beneficiaries of such employee) who at any time during the determination period was (i) an officer of the Employing Company if such individual's annual compensation exceeds 50% of the dollar limitation under Section 415(b)(1)(A) of the Code, (ii) an owner (or an owner under Section 318 of the Code) of both more than one half percent ownership interest in value and one of the ten largest interests in the Employing Company if such individual's annual compensation exceeds the dollar limitation under Section 415(c)(1)(A) of the Code, (iii) a 5% owner of the Employing Company, or (iv) a 1% owner of the Employing Company who has an annual compensation of more than \$150,000. The determination period is the plan year containing the determination date and the four preceding plan years.

The determination of who is a key employee will be made in accordance with Section 416 (i)(1) of the Code and the regulations thereunder. For purposes of determining whether a participant is an officer of the Employing Company, no more than 50 employees (or, if lesser, the greater of 3% or 10% of the employees), shall be treated as officers. A non-key employee shall mean any participant who is not a key employee. Non-key employees shall include participants who are former key employees. The terms "key employee" and "employee" include their beneficiaries.

B. Top-Heavy Plan – For any plan year beginning after December 31, 1983, this Plan shall be deemed to be a top-heavy plan if, as of the determination date, any of the following conditions exist:

- (1) If the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any required aggregation group or permissive aggregation group of plans.
- (2) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60%.
- (3) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60%.

C. Top-Heavy Ratio

- (1) In the event the Employing Company has not maintained any defined benefit plan with accrued benefits during the five-year period ending on the determination date, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all key employees (including any part of any account balance distributed in the five-year period ending on the determination date), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the five-year period ending on the distribution date), both computed in accordance with Section 416 of the Code and the regulations thereunder.
- (2) In the event the Employing Company maintains one or more defined contribution plans and one or more defined benefit plans with accrued benefits during the five-year period ending on the determination date, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all key employees and the present value of accrued benefits under the aggregated defined benefit plan or plans for all key employees, and the denominator of which is a similar sum determined for all participants, all determined in accordance with Section 416 of the Code and the regulations thereunder.
- (3) For purposes of (1) and (2) immediately above, the value of account balances and the present value of accrued benefits will be determined as the most recent valuation date that falls within or ends with the 12-month period ending on the determination date. The account balances and accrued benefits of a participant who is not a key employee but who was a key employee in a prior year, or a participant who has not received any compensation from any Employing Company maintaining the Plan at any time during the five-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account, will be made in

accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio.

- D. **Permissive Aggregation Group** – The required aggregation group of plans plus any other plan or plans of the Employing Company which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Sections 401(a)(4) and 410 of the Code.
- E. **Required Aggregation Group**
 - (1) Each qualified plan of the Employing Company in which at least one key employee participates, and
 - (2) Any other qualified plan of the employer which enables a plan described in (1) immediately above to meet the requirements of Sections 401(a)(4) or 410 of the Code.
- F. **Determination Date** – For any plan year subsequent to the first plan year, the last day of the preceding plan year. For the first plan year of the plan, the last day of that year.
- G. **Valuation Date** – The date which is used to calculate the value of account balances or accrued benefits for purposes of determining the top-heavy ratio. In the case of this Plan, the Valuation Date shall be the Determination Date.
- H. **Present Value** – For purposes of calculating the present value of any accrued benefit in determining the top-heavy ratio, the actuarial assumptions used shall be those specified in the plan under consideration. If two or more plans are being tested to determine if an aggregation group is top-heavy, the actuarial assumptions used for all plans within the Employing Companies shall be the same.
- I. **Compensation** – For purposes of determining who is a key employee, the compensation to be used shall be the participant's wages, salaries and other amounts received for personal service actually rendered in the course of employment with an Employing Company maintaining the Plan for the limitation year.

III. MINIMUM CONTRIBUTION REQUIREMENT

- A. Except as otherwise provided in (B) and (C) below, the Employing Company contributions and forfeitures allocated on behalf of any participant who is not a key employee shall not be less than the lesser of 3% of such participant's compensation within the meaning of Section 415 of the Code or, in the case where the Employing Company has no defined benefit plan which designates this Plan to satisfy Section 401 of the Code, the largest percentage of Employing Company contributions and forfeitures allocated on behalf of any key employee for that year. The minimum allocation is determined without regard to any Social Security contribution and shall be made even though, under other Plan provisions, the participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for reasons such as length of plan participation and failure to make mandatory employee contributions to the Plan.
- B. The provision in (A) above shall not apply to any participant who was not employed by an Employing Company on the last day of the plan year.
- C. The provision in (A) above shall not apply to any participant to the extent the participant is covered under any other plan or plans of the Employing Company in which the minimum allocation or benefit requirement applicable to top-heavy plans will be met.

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**SUMMARY
PLAN DESCRIPTION
OF
USX CORPORATION**



**Savings Fund Plan
FOR SALARIED EMPLOYEES**

As Amended May 1, 1994

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS
COVERING SECURITIES THAT HAVE BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933**



TABLE OF CONTENTS
SUMMARY PLAN DESCRIPTION
OF
USX CORPORATION SAVINGS FUND PLAN FOR SALARIED EMPLOYEES

	PAGE
Foreword	1
The Plan - In Brief	5
Participation and Vesting	7
1. Purpose	7
2. Eligibility	7
3. Joining the Plan	7
4. Eligible Salary	7
5. Employee Savings	7
6. Possible Limitations on Employee Savings	9
7. Matching Company Contributions	10
8. Investments - Your Savings and Matching Company Contributions	11
9. Description of Investments	11
10. Investment Risk	14
11. Allocation of Savings, Company Contributions and Dividends	14
12. Vesting of Employee Savings and Company Contributions	15
13. Forfeiture of Company Contributions	15
14. Beneficiary Designation	15
15. Sub-Accounts Within Participant's Account	15
16. Special Vacation Benefit	15
 Investment Transfer	
17. Transfer of Funds	16
 Rollover and Direct-Plan Transfer	
18. Rollover From a Qualified Retirement Plan	18
19. Direct-Plan Transfer	18
 Withdrawals From the Plan	
20. Withdrawals - Prior to Termination of Employment	19
21. Financial Hardship	20
22. Withdrawals - Upon Termination of Employment	20
23. Deferral of Distribution	20
24. Automatic Distribution	21
25. Distribution of Investments Withdrawn	21
26. Reinstatement of Forfeited Company Contributions	21
27. Distribution Deadline	22
28. Tax (Federal) Consequences of a Distribution From the Plan	22
 General Provisions	
29. Continuous Service	23
30. Benefit Statement	23
31. Plan Trustee and Administrator	23
32. Administration - General	23
33. Amendment, Modification, Suspension and Termination	23

General Provisions (Contd.)	PAGE
34. Voting of Corporation Stock	23
35. Stock Rights, Stock Splits and Stock Dividends	24
36. In the Event of a Tender Offer	24
37. Your Rights to Your Plan Benefits	24
38. How to Apply for Your Benefits	24
How to Change Your Investment Options	24
How to Change Your Rate of Savings	24
39. Appeal Procedure	24
Loan Rules - Appendix A	26
Summary of Federal Income Taxes on Plan Distributions - Appendix B	31
Designation Schedule - Appendix C	40

FOREWORD

This booklet provides you with an updated Summary Plan Description required by the Employee Retirement Income Security Act of 1974 (ERISA). This Summary Plan Description applies to salaried employees of USX Corporation and a group of related companies as listed in the Designation Schedule (see Appendix C).

This description is designed to explain to a participant the highlights of the USX Corporation Savings Fund Plan for Salaried Employees. **THE USX CORPORATION SAVINGS FUND PLAN FOR SALARIED EMPLOYEES IS THE ONLY GOVERNING DOCUMENT.** This description is not part of the USX Corporation Savings Fund Plan for Salaried Employees and does not modify any provisions of the USX Corporation Savings Fund Plan for Salaried Employees. This description was developed with reference to the circumstances applicable to most participants and does not fully cover less usual circumstances.

Nothing in this Summary Plan Description or in the Savings Fund Plan provisions constitutes any guarantee of continued employment for any employee, creates any employment rights in any employee or restricts in any way the company's right to terminate any such employee.

Plan, Identification, Coverage and Records

The name of the plan under which benefits are provided is the USX Corporation Savings Fund Plan for Salaried Employees. The employer identification number assigned by the Internal Revenue Service is 25-0996816 and the plan number is 003. The plan is a defined contribution plan as defined by ERISA.

The USX Corporation Savings Fund Plan for Salaried Employees applies (1) to all non-represented salaried employees of the USX Corporation and affiliated domestic companies except Marathon Oil Company and its subsidiaries, Delhi Gas Pipeline Corporation, employees based in Canada and certain other minor groups of employees, and (2) to certain represented salaried employees who are covered pursuant to a contractual relationship between the Corporation and their bargaining representatives.

Individual records are maintained for each participant reflecting the Employee Savings by Pre-Tax and After-Tax, Company Contributions and if applicable any pension rollover and the units or shares of each investment in the participant's account.

Benefits Payable

Benefits under the Plan result from your savings and from contributions of the employing companies. These savings and contributions, in accordance with the Plan and the instructions of the participant, are used to purchase shares of United Income Fund, International Stock Fund, USX-Delhi Group Common Stock, USX-Marathon Group Common Stock and USX-U. S. Steel Group Common Stock, for deposit to the Group Interest Fund or for investment in the S&P 500 Stock Index Fund, the Bond Index Fund or the U.S. Government Obligation Fund. The cost of administering the Plan is paid by the employing companies.

Plan Administrator, Trustee and Agent for Service of Legal Process

The Plan is self-administered. United States Steel and Carnegie Pension Fund (a non-profit Pennsylvania membership corporation), 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776, is the plan administrator, trustee and agent for service of legal process under the plan. The telephone number of the plan administrator is (412) 433-4880. The plan administrator has the responsibility to manage the plan and act in the interests of plan participants and must carry out its duties in accordance with the fiduciary standards of ERISA.

ERISA Rights

As a participant in the USX Corporation Savings Fund Plan for Salaried Employees, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office or at the personnel representative's office at the plant or office location where you are employed, all plan documents including collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial.

You have the right to have the plan administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and if you believe that such action was wrong, you must use the appeal procedure established by the plan if you desire to challenge such action. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

Section 404(c) of ERISA Notice

The Savings Fund Plan is a participant directed account within the meaning of Section 404(c) of the Employee Retirement Income Security Act (ERISA). Section 404(c) of ERISA provides that with respect to an individual account pension plan for which a participant or beneficiary may and does exercise control over the participant's individual investment elections: (1) the participant or beneficiary is not deemed to be a fiduciary by reason of the participant or beneficiary's exercise of control, and (2) no person who is otherwise a plan fiduciary shall be liable for any loss, or by reason of any breach, which results from the participant or beneficiary's exercise of control. Since it is intended that the Savings Fund Plan comply with the requirements of Section 404(c) of ERISA and be a Section 404(c) plan, the participants and not the fiduciaries of the Savings Fund Plan or the Corporation will be responsible for any losses incurred by reason of the fiduciaries' executing the participant's investment directions or otherwise carrying out the instructions of the participant.

This Summary Plan Description sets forth in Section 8 the investments available under the Plan and provides for your election of how your savings are to be invested in the various investments and the frequency that your investment election can be changed by you. Section 9 provides a description of the nine investments available for your election under the Plan including a general description of the risk and return characteristics of each investment, the investment objective of each investment and a description of the diversity of assets, where applicable, in each investment's portfolio. Section 17 describes the investment transfer provisions of the Plan which enable you to elect to transfer existing funds in your account between investments subject to the restrictions and transfer frequency described therein. There are no penalties for exercising any investment election available under the Savings Fund Plan nor are there any restrictions on the exercise of voting, tender, and similar rights appurtenant to any investment available under the Plan.

Investment Fees

Except for the U.S. Government Obligation Fund, all investments available under the Plan incur certain fees, charges and/or commissions which are generally passed on to the participants in the form of a "gross" to "net" reduction as discussed below.

With respect to any of the USX common stocks, any brokers' fees and commissions incurred in connection with the purchase or sale of any such stocks for your account on the open market will be reflected in the net per share price applicable to the transaction involved. The typical fee for the sale or purchase of a single share of USX stock is \$.05 per share.

Five of the investments available – GIF, the Bond Index Fund, and all three equity funds – pay a net rate of return. A net rate of return means that certain investment management fees or other charges are deducted from the gross asset value prior to determining the net rate of return of the fund. The approximate charges which will be taken into account for each such investment during 1994 in determining the net rate of return are:

- **GIF** – the net rate of return reflects the deduction of Becker & Rooney's fee for the GIF contracts executed in each round of bidding. Currently, GIF contracts are bid out twice a year. Becker & Rooney charges \$25,000 to \$27,000 for each round of bidding which equates annually to less than 3/10 of 1% of the market value of the GIF. Becker & Rooney also arranges for and assists in the conduct of the bidding for the funds covered by expiring contracts and for the proceeds of new GIF monies during the six months following the bidding.

- **Bond Index Fund and S&P 500 Stock Index Fund** – the net rate of return reflects the deduction of investment management fees of approximately .12% and .10% of gross assets, respectively. More detailed information describing the investment management fees of these funds is contained in the descriptive material relative to each which may be obtained from the Administrator.
- **United Income Fund and T. Rowe Price International Stock Fund** – the net rate of return reflects the deduction of investment management fees and operating expenses of approximately .89% and 1.05% of gross assets, respectively, together with the deduction of brokerage commissions and operating expenses. More detailed information concerning the investment management fees and operating of these funds is contained in the prospectuses of these funds which may be obtained from the Administrator.

Confidentiality

Your decision to participate in the Savings Fund Plan, your rate of savings, your choice of investments and your transfer of monies from one or more investments to another investment or investments is recorded in BIMS (Benefits Information Management System) and in the Savings Fund Plan LAN (Local Area Network) and nowhere else. Access to both of these systems is limited to those employees of USX Corporation or the United States Steel and Carnegie Pension Fund who have a need to enter, receive or utilize the information in the system.

With respect to your election to invest in any of the three USX common stocks, the Savings Fund Plan will pass through to you as a participant: (1) the right to vote on any proxy material incident to ownership of the stock, and (2) the right to make any election incident to ownership of the stock should a tender offer for such stock be made by a third party. Your exercise of any voting rights, including tender and other rights, with respect to any USX common stock will be recorded only in the Savings Fund Plan LAN system and will be known only to those employees of the United States Steel and Carnegie Pension Fund involved in the administration of the Savings Fund Plan systems.

All employees of both USX Corporation and the United States Steel and Carnegie Pension Fund having access to either of the BIMS or LANS systems have been instructed and directed that all information contained in such systems concerning your account, including information on your purchases, holdings, transfers or sale of any Savings Fund Plan investment, is confidential information which must not be released to any unauthorized person.

The Manager-Savings Fund Plan and BIMS is responsible for insuring compliance with this confidentiality procedure. (The telephone number and address for the Manager-Savings Fund Plan and BIMS is set forth at the end of this notice.)

Information

The Administrator will provide you, upon your request, with the following information relating to investments available for your election under the Savings Fund Plan:

- A description of the annual operating expenses, if any, of each investment, which will reduce the rate of return of the investments involved, and the aggregate amount of such expense expressed as a percentage of average net assets of the applicable investment.
- A copy of any prospectus, financial statement, report, or other material on Savings Fund Plan investments provided such items are in the possession of the Plan Administrator.
- Copy of the USX Corporation's Annual Report on Form 10-K, Quarterly Report on Form 10-Q and other reports filed with the Securities & Exchange Commission.
- A list of the assets comprising the portfolio of each designated investment which constitutes plan assets within the meaning of 29 CFR 2510.3-101, the value of each such asset (or the proportion of the investment election which it comprises), and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract.
- Information concerning the value of shares or units in designated investments available to participants and beneficiaries under the plan, as well as the past and current investment performance of such investment election, determined, net of expenses, on a reasonable and consistent basis; provided, however, that the Administrator will have no obligation to furnish the information if it has supplied the information to all participants within the six-month period preceding the date of the request.

- Information concerning the value of shares or units in designated investments held in the account of the participant or beneficiary; provided however, that the Administrator will have no obligation to furnish this information if it has supplied the requesting participant with an individual account statement within the four-month period preceding the date of the request.

Your request for any such information should be directed to:

Manager, Savings Fund Plan and BIMS
United States Steel and Carnegie Pension Fund
Room 2618
600 Grant Street
Pittsburgh, PA 15219-4776
(412) 433-4880

Note: Much of the above information that you may request is provided by third parties and neither the United States Steel and Carnegie Pension Fund nor USX Corporation has made an independent investigation into the accuracy of any such information.

THE BENEFITS PROVIDED UNDER THIS PLAN ARE NOT INSURED BY THE PENSION BENEFIT GUARANTY CORPORATION ESTABLISHED BY TITLE IV OF ERISA BECAUSE EACH PARTICIPANT UNDER THE PLAN HAS AN INDIVIDUAL ACCOUNT WHICH REFLECTS HIS OWN CONTRIBUTIONS, THE EMPLOYER'S CONTRIBUTIONS ON HIS BEHALF, AND RELATED EARNINGS.

THE PLAN - IN BRIEF

This recap *briefly* summarizes the information contained in more detail elsewhere in this booklet and is provided to give you a handy reference guide to the overall Plan.

ELIGIBILITY: Salaried employee with at least one year of service.

PARTICIPATION: Participation in the Plan is voluntary. You may begin participation the first of the month following one year of service or the first of any month thereafter.

YOUR ACCOUNT: When you enroll, an account is opened in your name to record all contributions and investments resulting from your participation.

CONTRIBUTIONS TO THE PLAN:

You can contribute

- from 1% to 10% (15% in certain cases) of your pay in half percent increments.
- on a Pre-Tax basis, an After-Tax basis or a combination of both – as long as the total is no more than 10% (15% in certain cases) of your pay. The law limits the annual amount of Pre-Tax savings (\$9,240 in 1994). The annual limit is subject to indexing each year by a cost-of-living factor.

The Company contributes

- one dollar for every dollar you save in accordance with the following schedule based on your service:

<u>If your Service is:</u>	<u>The Company Matches \$1 for \$1 Up To:</u>
From 1 to 10 years	4.0%
10 years to 15 years	4.5%
15 years and over	5.0%

Exception: Match for Cyclone Fence employees is 3.0%, 3.5% and 4.0% for above service brackets.

- The first 2% of the Company match is on Pre-Tax savings only. Therefore, unless you save at least 2% Pre-Tax savings, you will not receive the full Company match regardless of your total savings percent. This requirement is waived once you reach the annual Pre-Tax savings limit permitted by law.

INVESTMENT CHOICES: Your contributions in full increments of 5% are invested as you direct (separate Pre-Tax and After-Tax elections are permitted):

- U.S. Government Obligation Fund
- Group Interest Fund
- Bond Index Fund
- S&P 500 Stock Index Fund
- United Income Fund
- International Stock Fund
- USX-Marathon Group Stock
- USX-Steel Group Stock
- USX-Delhi Group Stock

See Section 9 for a brief description of the above investments.

Company contributions are automatically invested in USX-Steel Group Stock.

CHANGING YOUR ELECTIONS: You make separate Pre-Tax and After-Tax elections.

At the beginning of any month, you can

- change the rate you are saving.
- change the way future savings are invested,
- suspend your savings,
- reauthorize your savings.

VESTING: Funds which have vested are permanently yours and are not subject to forfeiture once vested.

- Your savings – Pre-Tax or After-Tax and the earnings thereon - vest immediately.
- Company matching contributions vest the earlier of: (1) two full calendar years after the end of the year in which they are contributed to your account; or (2) upon attainment of five years of service for employees hired prior to December 1, 1993. If hired on or after December 1, 1993, company contributions vest upon five years of service.

INVESTMENT TRANSFER: Subject to certain limitations, you will be permitted, to transfer funds between investments once every three months. Direct transfers in either direction between the U.S. Government Obligation Fund and the Group Interest Fund are not permitted.

LOAN PROVISIONS: You may borrow up to 50% of your account value subject to the following provisions:

- Minimum loan \$500 – maximum loan \$50,000.
- Loan must be repaid within a period of 6 months to 54 months.
- No more than two loans outstanding at any time.
- Interest rate remains the same during the term of the loan.
- Funds for loan obtained by selling a portion of your account.
- Monthly repayment of loan.
- Repayment amount, both principal and interest, credited to your account for investment in the Group Interest Fund.
- No tax consequences unless you default – then outstanding loan is treated as a Plan distribution and is taxable.

WITHDRAWALS DURING YOUR EMPLOYMENT:

- From your Pre-1987 After-Tax Account and Post 1986 After-Tax Account – you can withdraw at any time all or any part of your savings or earnings.
- From your Company Contribution Account – you can withdraw all or any part of the vested Company contributions (along with earnings) provided such contributions have been in the Plan for 24 full months.
- From your Pre-Tax Account – After attaining age 59-1/2 - you can withdraw all or any part of your Pre-Tax savings and earnings thereon.

Prior to attaining age 59-1/2 – Under the tax law, you cannot withdraw your Pre-Tax savings prior to attaining age 59-1/2 unless you qualify for an IRS defined financial hardship.

Caution: Withdrawal of all or any part of matched savings from either your Post 1986 After-Tax Account or your Pre-Tax Account that have not been in the Plan for at least 24 months will result in the automatic suspension of *ALL* employee savings and related Company matching contributions for a period of 6 months.

DISTRIBUTION AT TERMINATION OF EMPLOYMENT:

- By reason of retirement, total and permanent disability, permanent layoff, death or by any reason after attaining five years of continuous service – Full value of your account, including all matching Company contributions.
- With less than five years of continuous service and reason for termination was quit, discharge or refusal of reasonable offer of employment – Full value of your savings, earnings and Company contributions which have vested.
- Regardless of reason for termination, if your vested account value is \$3,500 or more, you may defer your distribution until a later date. If you defer, you will be permitted to make up to two withdrawals during a calendar year from your deferred account.

Any questions you have on the Plan can be answered by your Benefit Representative or by calling the Savings Fund Plan in Pittsburgh on (412)433-4887 or 4888.

USX CORPORATION SAVINGS FUND PLAN FOR SALARIED EMPLOYEES

Participation and Vesting

1. PURPOSE

The purpose of the USX Corporation Savings Fund Plan for Salaried Employees is to assist you in accumulating savings; to provide a means to supplement your retirement income; and at the same time provide you with an opportunity to acquire a stock interest in the Corporation.

2. ELIGIBILITY

In general, to be eligible for this Plan you must be:

- a salaried employee with one or more years of continuous service;
- employed by an Employing Company; and
- in a group of employees designated by the Board as covered by the Plan.

The term "Employing Company" means the USX Corporation; any division or subsidiary of USX Corporation; and the United States Steel and Carnegie Pension Fund. See Appendix C for a list of designated groups of employees covered by the Plan.

3. JOINING THE PLAN

Your participation in the Plan is completely voluntary. If you are eligible and are not now a participant in the Plan, you may start participating by completing and submitting the enrollment form available for this purpose. Your participation will start at the beginning of the month following the receipt of your enrollment form. If you are not now eligible because of the one-year service requirement, you may start participating at the beginning of the month following the completion of one year of continuous service or at the beginning of any month thereafter. The enrollment form is also used to designate a beneficiary to receive the value in your account in the event of your death.

Once you have elected to join the Plan, it will be assumed that you wish to continue at the same savings rates and investment options, year after year, until you elect otherwise. Whether or not you continue to participate during a new year has no effect on your previous savings or company contributions.

The term "participant" means an eligible employee who has elected to participate in the Plan and shall include both a former eligible employee or an alternate payee under a qualified domestic relations order who have funds remaining in the Plan.

If you elect not to participate in the Plan, you will still be required to complete an enrollment form indicating that you are "waiving" your participation in the Plan.

When you elect to participate, an account will be opened in your name. This account will be used to keep a record of investment of any savings, company contributions and earnings credited to you. Within your account, separate records will be maintained for Pre-Tax savings, After-Tax savings and company contributions. See Section 15 for additional information on your account and sub-accounts therein.

4. ELIGIBLE SALARY

For purposes of this Plan, "eligible salary" means regular monthly base salary (before any salary redirection or deductions) actually paid for periods you are eligible to participate in the Plan. Effective January 1, 1994, eligible salary cannot exceed \$150,000 annually subject to future indexing as permitted by law.

5. EMPLOYEE SAVINGS

Employee savings to the Plan are expressed as a percentage of your eligible salary. There are two types of employee savings under the Plan – Pre-Tax savings and After-Tax savings. You may contribute each month, by payroll deduction, a percentage (expressed in half percent increments) of your eligible monthly salary as follows:

- You may save 1% to 10% (see note below) as Pre-Tax savings, or
- you may save 1% to 10% (see note below) as After-Tax savings, or
- you may save a combination of Pre-Tax savings and After-Tax savings provided the total of the two does not exceed 10% (see note below).

Note: Effective July 1, 1994, you may save up to 15% of your eligible monthly salary for the remainder of 1994 provided your base salary for the month of May 1994 was \$5,354 or less.

Effective January 1, 1995, and thereafter, you will be permitted to save up to 15% of your eligible monthly salary provided that your monthly base salary in December of the preceding year is not greater than one-twelfth of the threshold amount (as indexed) in the Internal Revenue Code of 1986 as amended (hereafter Code) for determining highly compensated employees using the threshold amount for the year preceding the year in which the savings occurs. The Trustee will notify participants each year in a timely fashion of the applicable threshold amount.

Pre-Tax Savings – Provided for under Section 401(k) of the Code and lets you defer federal income taxes on the money you save. In all states but Pennsylvania you can also defer state income tax liability on the amount of your Pre-Tax savings. The amount of your Pre-Tax savings is deducted from your pay before federal income taxes are withheld. In effect, your taxable income is reduced by the amount of your Pre-Tax savings which in turn reduces the amount of taxes withheld from your pay, thereby increasing the amount of your take-home pay. The tax code permits this favorable tax deferral to encourage individuals to save long-term to supplement retirement income. To prevent early withdrawal, the tax code restricts any withdrawal (as explained in Section 20) of your Pre-Tax savings until you terminate employment or attain the age of 59-1/2 except in very limited cases of financial hardship. If you are much younger than age 59-1/2 and anticipate the need to withdraw funds prior to that age, you should keep this withdrawal restriction in mind in determining your Pre-Tax savings rate.

Note: You must save at least 2% on a Pre-Tax basis to be eligible to receive the maximum amount of matching company contributions – See Section 7 - Matching Company Contributions.

After-Tax Savings – Comes out of your pay after federal income taxes have been withheld. Since taxes are withheld on After-Tax savings, prior to being placed in the Plan, After-Tax savings are added to your unrecovered employee savings amount – your cost basis in the Plan for federal income tax purposes. While you receive no immediate tax benefits from After-Tax savings, there is very little restriction on the availability of these funds for withdrawal whenever you need them, and they are not taxed when withdrawn. You will, however, owe taxes on any earnings attributable to your After-Tax savings, but only when they are paid out to you.

Pre-Tax Versus After-Tax Savings – Both types of savings – Pre-Tax and After-Tax – are tax efficient in that the earnings and the matching company contributions are not taxable until withdrawn from the Plan, and any taxable gain on a distribution at termination of employment may be eligible for favorable tax treatment.

As explained above, you can defer (not avoid) federal income tax on the amount of your Pre-Tax savings until they are distributed to you from the Plan, whereas since federal income tax is withheld from After-Tax savings before being placed in the Plan, After-Tax savings can be used to offset taxable income on subsequent distributions from the Plan. Conversely, After-Tax savings and earnings are available for withdrawal at any time whereas Pre-Tax savings and earnings cannot be withdrawn prior to termination of employment or attainment of age 59-1/2 except in cases of financial hardship.

The two examples below show the difference in the amount of federal income tax (FIT) withholding from your pay if you save on a Pre-Tax as opposed to an After-Tax basis. Both examples assume your annual salary is \$30,000 and both reflect the difference in the amount of FIT which would be withheld from your salary based upon your saving 6% on a Pre-Tax basis versus 6% on an After-Tax basis:

Example 1 - Married with 3 Withholding Allowances

	<u>6% Pre-Tax</u>	<u>6% After-Tax</u>
Annual Pay	\$30,000	\$30,000
Pre-Tax Savings	1,800	none
Taxable Pay	\$28,200	\$30,000
FIT Withholding	2,174	2,444
FICA Withholding	2,295	2,295
After-Tax Savings	none	1,800
Net Pay	\$23,731	\$23,461
Increase in Take-Home Pay - \$270		

Example 2 - Single with 1 Withholding Allowance

	<u>6% Pre-Tax</u>	<u>6% After-Tax</u>
Annual Pay	\$30,000	\$30,000
Pre-Tax Savings	1,800	none
Taxable Pay	\$28,200	\$30,000
FIT Withholding	3,691	4,195
FICA Withholding	2,295	2,295
After-Tax Savings	none	1,800
Net Pay	\$22,214	\$21,710

Increase in Take Home Pay - \$504

These examples show that by saving 6% on a Pre-Tax Basis rather than an After-Tax basis you can increase your take home pay without affecting the amount of your savings to the Plan.

Based on the above examples (6% Pre-Tax versus 6% After-Tax) the following increases in take home pay would occur if the annual salaries reflected below were used instead of \$30,000:

<u>Annual Salary</u>	<u>Increase in Take-Home Pay</u>	
	<u>Married with 3 Withholding Allowances</u>	<u>Single with 1 Withholding Allowance</u>
\$40,000	\$ 360	\$ 672
\$50,000	\$ 450	\$ 840
\$60,000	\$1,008	\$1,116

The above examples are estimates based upon 1994 Income Tax withholding rates.

How you decide to save and to what extent depends on your personal circumstances. Only you can determine the type of savings best for you, based upon your income, and other tax liabilities and your personal financial goals. It is important to remember however that in order to receive the maximum matching company contributions to which you are eligible, you must save at least 2% on a Pre-Tax basis.

Matched and Unmatched Savings – Any portion of your Pre-Tax savings or After-Tax savings which is matched with company contributions is referred to as “matched savings” whereas any savings which are not matched with company contributions will be called “unmatched savings”.

Suspension of Savings – You may suspend at any time your savings, either Pre-Tax or After-Tax or both or you may suspend just your unmatched Pre-Tax savings and/or your unmatched After-Tax savings. Your request to suspend must be in writing and will be effective the month following your authorization. Following a suspension, you may reauthorize the type of savings suspended to be effective with the first of the month following the receipt of your written reauthorization.

Changes to Your Rate of Savings – You may change the rate of your savings, either Pre-Tax or After-Tax or both to be effective the first of the month following the receipt of your written reauthorization.

6. POSSIBLE LIMITATIONS ON EMPLOYEE SAVINGS

The USX Corporation Savings Fund Plan is a qualified employee pension benefit plan that is maintained in conformity with the requirements of the Code. To remain a qualified plan, the Plan must limit the amount of employee's savings and matching company contributions to the annual amounts permitted by law and must also limit, if necessary, the employee's savings and/or matching company contributions of highly compensated employees each plan year so that it can pass certain non-discrimination and other tests established under the Code.

The amount of employee savings and matching company contributions that may be added to a participant's account for a plan year may not exceed the lesser of \$30,000 or 25% of the participant's compensation.

To the extent necessary to conform to any of the limitations described below, the Trustee of the Plan may (a) recharacterize or reduce the amount of a highly compensated employee's Pre-Tax savings or After-Tax savings, or (b) reduce the amount of company contributions attributable to the employee for a plan year, during that plan year or during a later plan year. Any employee in the highly compensated employee group whose employee savings rate is affected by these limitations will be notified and, where applicable, will have the employee savings rate changed in accordance with the choice he elected on his enrollment form.

(a) Pre-Tax savings

(1) *\$7,000 (As Indexed) Annual Limit*

Effective for tax years beginning after 1986, employees cannot make Pre-Tax savings to the Plan (or contributions to another 401(k) plan) during a tax year of more than the annual limit of \$7,000 (as indexed). The \$7,000 annual limit is adjusted each year by the IRS for cost-of-living changes. As a result of the indexing, Pre-Tax savings will be limited to \$9,240 for the year 1994.

(2) *Actual Deferral Percentage ("ADP") Test*

Effective for plan years beginning after 1986, highly compensated employees (as defined below) cannot make Pre-Tax savings to the Plan in excess of the amount permitted under the Actual Deferral Percentage ("ADP") test of Code Section 401(k). Thus, a highly compensated employee will not be permitted to make Pre-Tax savings to the Plan for a year in excess of the lesser of (a) the amount permitted under the ADP test for the plan year, or (b) the maximum annual limit of \$7,000 (as indexed) for the year.

Under the ADP test, the ADP% for employees in the highly compensated employee ("HCE") group is the average of the ratios (calculated separately for each employee) determined by dividing (a) Pre-Tax savings, by (b) the employee's compensation. The ADP% for the HCE group cannot exceed the average of the ratios (calculated in the same manner) for the employees in the non-highly compensated employee ("NHCE") group by more than a permitted amount of disparity. In general, the amount of disparity permitted under the Plan is shown in the following table:

<u>ADP% of NHCE Group</u>	<u>Maximum Permitted ADP% for HCE Group</u>
0 - 2%	NHCE ADP% x 2
2 - 10%	NHCE ADP% + 2%

Effective for plan years beginning after 1986, the term "highly compensated employee" is defined for purposes of the ADP test and the other limitations so as to include any employee whose compensation from the Corporation for the prior year was at least equal to \$50,000 (as indexed) and who was in the top 20% of the highest paid group of employees of the Corporation for such year. The \$50,000 limitation is adjusted each year by the IRS for changes in the cost of living. The index amount for 1994 based on 1993 earnings is \$64,245. Also included in the HCE group is any employee who is hired during the current year being tested and who is in the top 100 employees paid the greatest amount of compensation for such year.

(b) *After-Tax Savings*

Aggregate Contributions Percentage ("ACP") Test

Effective for plan years beginning after 1986, highly compensated employees cannot make After-Tax savings to the Plan in excess of the amount permitted under the Aggregate Contributions Percentage ("ACP") test of Code Section 401(m). Under the ACP test, the ACP% for employees in the highly compensated employee ("HCE") group is the average of the ratios (calculated separately for each employee) determined by dividing (a) the sum of (i) the After-Tax savings a participant makes for a plan year, and (ii) the company contributions he receives for a plan year, by (b) the employee's compensation. The ACP% for the HCE group cannot exceed the average of ratios (calculated in the same manner) for employees in the non-highly compensated employee group by more than a permitted amount of disparity. Subject to several alternative tests, the ACP% of the highly compensated employee group generally cannot exceed the ACP% of the non-highly compensated employee group multiplied by 1.25.

7. MATCHING COMPANY CONTRIBUTIONS

Subject to the following provisions, your company each month will match your savings on a dollar-for-dollar basis in accordance with the following schedule based upon your service at the beginning of the month:

<u>If your Service is:</u>	<u>Company Matches Your Savings \$1 for \$1 Up To:</u>
1 year but less than 10	4.0% of Eligible Salary
10 years but less than 15	4.5% of Eligible Salary
15 years and over	5.0% of Eligible Salary

For you to receive the maximum company matching for your service bracket, your total savings percent (Pre-Tax plus After-Tax) must be at least equal to the percent shown in the above table and, unless precluded by law, at least 2% of your savings must be on a Pre-Tax basis.

Example: If you have 1 to 10 years service, you would be eligible to receive matching company contributions up to 4% of your eligible salary. To receive this maximum company contribution, you must save at least a total of 4% of your eligible salary of which at least 2% must be on a Pre-Tax basis. If you saved 4% After-Tax and zero percent Pre-Tax, the Company would match only 2% of your eligible salary.

As you can see from the above example, the company contributions applicable to employee savings up to the first 2% of eligible salary are available only for matching Pre-Tax contributions. The remainder of the company contributions will be applied first to Pre-Tax savings in excess of 2% and then to After-Tax savings up to the extent eligible.

The requirement of at least 2% of Pre-Tax savings to receive maximum company contributions is waived for the remainder of a year in which your Pre-Tax savings amount reaches the annual limit prescribed by law (see Section 6). In this event, your Pre-Tax savings rate for the remainder of the year will be switched automatically by the Trustee to After-Tax savings at the percent necessary to insure maximum company contributions. Your authorized Pre-Tax savings rate will automatically be reinstated the first of the following year unless you elect otherwise.

8. INVESTMENTS - YOUR SAVINGS AND MATCHING COMPANY CONTRIBUTIONS

Each month your savings will be turned over to the Trustee to be invested in accordance with your investment election.

Investments Available – You may choose to have your savings invested, in full increments of 5 percent, in one or any combination of the following 9 investments which are described more fully in Section 9:

- U.S. Government Obligation Fund;
- Group Interest Fund;
- Bankers Trust Pyramid Government/Corporation Fixed Index Fund – hereafter “Bond Index Fund”;
- S&P 500 Stock Index Fund;
- United Income Fund;
- T. Rowe Price International Stock Fund – hereafter “International Stock Fund”;
- USX-Marathon Group Common Stock–hereafter “Marathon Group Stock”;
- USX-U. S. Steel Group Common Stock–hereafter “Steel Group Stock”;
- USX-Delhi Group Common Stock – hereafter “Delhi Group Stock”.

You may elect one investment mix for your Pre-Tax Savings and another investment mix for your After-Tax Savings. For example, on your Pre-Tax Savings you may elect to invest 25% in the United Income Fund, 5% in the U.S. Government Obligation Fund, 25% in the Group Interest Fund, 10% in the Bond Index Fund, 15% in the International Stock Fund and the remaining 20% in the Marathon Group Stock and for your After-Tax Savings elect to invest 50% in the Group Interest Fund, 15% in the Steel Group Stock, 15% in Delhi Group Stock and 20% in the S&P 500 Stock Index Fund.

Changes to Your Investment Elections – With respect to future savings, you may change your investment elections applicable to Pre-Tax or After-Tax savings or both to be effective the first of any subsequent month following your written authorization.

Company Contributions – Each month the matching company contributions are turned over to the Trustee and are invested in Steel Group Stock.

9. DESCRIPTION OF INVESTMENTS

The investments available under the Plan are described below.

U.S. Government Obligation Fund – Deposits to this fund, along with earnings of the Fund, will be invested by the Trustee in obligations that have a full faith and credit guarantee from the United States Government. The objective of the U.S. Government Obligation Fund is to provide a reasonable investment return without subjecting the investor to any credit risk or any significant degree of interest risk. Investments can be made in Treasury Bonds and Notes, and GNMA Mortgage Pools.

Beginning on May 1, 1994, the Trustee will seek to achieve an average duration of one year for the investments in this Fund, (rather than the two - three years duration that was sought during the earlier period) with the objective of making this Fund a short-term bond fund.

The U.S. Government Obligation Fund involves no credit risk and only modest interest rate risk for participants. Over time, the total return will remain lower than for bond and stock market offerings in the plan, reflecting its lower risk profile. Even with the reduction in the duration target from two - three years to one year, there can still be some impact on principal if rates change rapidly – on the plus side if rates fall sharply, and negatively if rates rise sharply. However, this Fund will be the least volatile offering in the Plan, except for the Group Interest Fund, and may be appropriate for those who will soon be withdrawing funds from the Plan and wish to limit any near-term principal risk. It is also appropriate, on an interim basis, for those who are worried about a correction in the stock or bond markets.

Group Interest Fund – Deposits to this fund (formerly called the Guaranteed Income Fund) will be invested in accordance with contracts negotiated by the Trustee with one or more insurance companies or financial institutions pursuant to which each company or institution agrees to pay a fixed rate of interest over the term of the contract. If it is not practicable for the funds to be invested in any of the current contracts, the Trustee will invest the funds in a prudent manner until the Trustee can negotiate a new contract to cover such funds.

The objective of the Group Interest Fund is to lend the fund's assets to financially responsible insurance carriers and financial institutions pursuant to contracts which will provide a higher fixed rate of interest than that provided by the securities in the U.S. Government Obligation Fund and which will avoid the interest risk associated with the Bond Index Fund. Separate contracts, awarded on a competitive bid basis, will generally be applicable to deposits for a specified period (for example, six months), and the rate of interest as well as the length of each contract may vary. Contracts generally have had initial maturities of 2-5 years. The Group Interest Fund will consist of all contracts in effect at any one time; therefore, the effective annual rate of return will depend primarily on the composite weighted average, referred to as the "blended rate", of all contracts in effect and not on the contract rate for the particular year in which your savings or other funds were deposited. Generally the blended rate will not change as quickly during periods of rapidly rising or falling interest rates as bond rates might. The contracts provide for cancellation upon the occurrence of certain corporate events, such as major workforce reductions. Such cancellation could result in the termination of this option or a substantial change in the blended rate. However, the cancellation would not affect earnings accrued prior to such date.

In contrast to the Bond Index Fund, principal risk is minimized on existing funds in the Group Interest Fund because the insurance companies rather than the participants absorb the principal risks arising from increases in interest rates. At the same time, however, participants achieve no capital gains benefits from declines in interest rates. Some credit risk exists in the Group Interest Fund, based on the quality of the insurance companies and financial institutions who are awarded these contracts. This fund is appropriate for those who will soon be withdrawing funds from the Plan and wish to limit any near term principal risk.

Bond Index Fund – Deposits to this Fund will be invested in the Bankers Trust Pyramid Government/Corporation Fixed Income Index Fund (Bond Index Fund) managed by Bankers Trust. The objective of the Bond Index Fund is to replicate the total return performance of the Lehman Brothers Government/Corporate Bond Index. The Bond Index Fund provides broad exposure to the longer term bond market. As of June 30, 1994, the Fund consisted of 68% U.S. Treasuries, 8% U.S. Government Agencies and 24% Corporates; all of the Corporates were investment grade and over 80% were A-rated or better; and the average life of the Bond Index Fund was 9.3 years and the effective duration was 5 years. Treasury futures are used to a small extent to manage the Fund and provide liquidity.

Based on the credit quality profile of the Bond Index Fund, credit risk is not significant. However, some interest rate risk does exist for investments in longer term bonds. There can be a significant impact on principal if rates change rapidly - on the plus side if rates fall sharply, and negatively if rates rise sharply. A significant rise in interest rates may result in the Bond Index Fund producing a negative return for some period of time just as a significant drop in interest rates may result in this Fund producing an extremely positive return for some period of time. Accordingly, the Bond Index Fund may not be an appropriate investment for those who will soon be withdrawing funds from the Plan and/or those who wish to limit any near term principal risk.

S&P 500 Stock Index Fund – Deposits to this fund will be invested in the Bankers Trust Pyramid S&P 500 Equity Index Fund managed by Bankers Trust. The objective of this fund is to provide diversified large capitalization stock market returns by replicating the risk and return characteristics of the S&P 500 Stock Index. All securities which represent .1% of the Index or more are selected in their exact weighting. In addition, smaller issues are purchased on a sampling basis, and S&P 500 Equity Index futures are used to maintain full market exposure, and to benefit from relative price advantages.

The Standard & Poor's 500 Stock Price Index is the most widely used benchmark index for measuring stock market performance in the United States. The Index consists of larger market capitalization stocks and includes representative names from a broad array of industry groups. Industrial names account for over 75% of the value of the Index, transportation 2%, utilities 11%, and financials 11%.

Management of the Stock Index Fund is passive, and performance is expected to fluctuate in line with that of the Index. While the S&P 500 Index has outperformed money market and bond instruments historically, there have been long periods of time during which stocks in general, including those in the Index, have done poorly on both an absolute and relative basis. Consequently participants who wish to make withdrawals at a specific time in the future, can have no certainty as to what market values may prevail at that time. Like any investment in the stock market, earnings are unpredictable and the value of your account at any time could be less than the amount of your contributions. This Stock Index Fund may not be appropriate for those who will soon be withdrawing funds from the Plan or who wish to limit any principal risk.

United Income Fund—Deposits to this Fund will be invested in the United Income Fund, an equity and income and growth mutual fund actively managed by Waddell & Reed, Inc. The investment objective is to outperform the Standard & Poor's 500 Stock Index over the term of a full market cycle by employing asset allocation techniques. The fund invests primarily in the equity securities of companies with large capitalizations (greater than \$500 million) that offer, in the judgement of the fund manager, the opportunity for above average capital appreciation. From time to time, the fund may invest in debt securities (primarily U.S. Treasuries) when the return on these securities, including interest income, is attractive relative to the return on common stocks or when the fund manager believes a defensive position on equities is desirable.

While equities in general have outperformed money market and bond instruments historically, there have been long periods of time during which stocks in general have done poorly on both an absolute and a relative basis. Consequently, participants who wish to make withdrawals at a specific time in the future can have no certainty as to what market values may prevail at that time. Like any investment in the stock market, earnings are unpredictable and the value of your account at any time could be less than the amount of your contributions. This Fund may not be appropriate for those who will soon be withdrawing funds from the Plan or who wish to limit any principal risk.

The United Income Fund is a publicly traded mutual fund and its net asset value (NAV) per share can be found each trading day on the Mutual Fund Quotations page (under United Funds - Incorn) of most newspapers.

T. Rowe Price International Stock Fund—Deposits to this Fund will be invested in the T. Rowe Price International Stock Fund, a growth mutual fund actively managed by T. Rowe Price. The investment objective is to invest in the stocks of established non-U.S. companies and achieve superior long-term total returns.

The depth and diversification of international markets have improved materially in recent years, and global investing now provides an appropriate alternative to investing in U.S. stocks. However, it should be recognized that investing abroad involves two risks which are not associated with investing in the United States. First, there is a risk of political and social upheaval in foreign countries. Second, there is a currency exchange risk in the sense that returns reflect not just the performance of the underlying investments in terms of their own currencies but also the performance of those currencies in terms of U.S. dollars. For example, if T. Rowe Price International Stock Fund purchased stock in a Canadian company and the price of the stock increased by 5% in Canadian dollars but the Canadian dollar fell by 10% against the U.S. Dollar, the Fund will have lost money on that investment. The T. Rowe Price International Stock Fund attempts to guard against these risks by (1) limiting investments in countries which are viewed as politically risky and (2) insuring in part against currency exchange problems through a process called hedging. This Fund (along with the various Corporation stocks) is the most volatile of the investments in the Savings Fund Plan.

The T. Rowe Price International Stock Fund is a publicly traded mutual fund and its net asset value (NAV) per share can be found each trading day on the Mutual Fund Quotations page (under Price Funds - IntlStk) of most newspapers.

Corporation Stock—USX Corporation (USX) has three classes of common stock; USX-Marathon Group Stock (Marathon Stock), USX-U. S. Steel Group Stock (Steel Stock) and USX-Delhi Group Stock (Delhi Stock). As discussed below, each class of common stock is intended to provide stockholders of such class with a separate equity security reflecting the performance of the related group. Holders of Marathon Stock, Steel Stock and Delhi Stock are holders of common stock of USX and continue to be subject to all of the risks associated with an investment in USX and all of its businesses and liabilities.

Marathon Group Stock—Deposits will be invested into shares of USX-Marathon Group Common Stock. The objective of investing in this stock is to achieve significantly superior long-term total returns as to justify the risks inherent in investing in the stock of one company. The Marathon Group (a business unit of USX) includes Marathon Oil Company and certain other subsidiaries of USX. The Marathon Group is engaged in worldwide exploration, production, transportation and marketing of crude oil and natural gas; and domestic refining, marketing and transportation of petroleum products.

Because this investment is in a single company, it does not offer the diversification or management of a mutual fund, and therefore it is subject to more changes in the stock market. The share price and rate of return of Marathon Group Stock will fluctuate in response to factors affecting the stock market and the Marathon Group in particular.

Marathon Group Stock is traded on the New York Stock Exchange (NYSE) under the symbol MRO and the closing per share stock price can be found each trading day on the NYSE transaction page (under USX-Marathon) of most newspapers.

Steel Group Stock – Deposits will be invested into shares of USX-U. S. Steel Group Common Stock. The objective of investing in this stock is to achieve significantly superior long-term total return as to justify the risks inherent in investing in the stock of one company. The U. S. Steel Group, a business unit of USX, includes U. S. Steel, which is primarily engaged in the production and sale of a wide range of steel mill products, coke and taconite pellets. The U. S. Steel Group also includes the management of mineral resources, domestic coal mining, and engineering and consulting services and technology licensing. Other businesses that are part of the U. S. Steel Group include real estate development and management, fencing products, leasing and financing activities, and a majority interest in a titanium metal products company.

Because this investment is in a single company, it does not offer the diversification or management of a mutual fund, and therefore it is subject to more changes in the stock market. The share price and rate of return on Steel Group Stock will fluctuate in response to factors affecting the stock market and the U. S. Steel Group in particular.

Steel Group Stock is traded on the New York Stock Exchange (NYSE) under the symbol X. The closing per share stock price can be found each trading day on the NYSE transaction page (under USX-U. S. Steel) of most newspapers.

Delhi Group Stock – Deposits will be invested into shares of USX-Delhi Group Common Stock. The Delhi Group includes Delhi Gas Pipeline Corporation (a wholly owned subsidiary of USX) and certain related companies which are engaged in the purchasing, gathering, processing, transporting and marketing of natural gas. The objective of investing in this stock is to achieve significantly superior long-term total returns as to justify the risks inherent in investing in the stock of one company. The Delhi Group is a leading gas gatherer in the major gas producing areas in Texas and Oklahoma with additional operations in Arkansas, Kansas, and Louisiana. Its primary gas supply source has been independent producers. It owns or has an interest in approximately 8,100 miles of pipeline. The Delhi Group's pipeline systems have more than 120 interconnections with various intrastate and interstate pipelines through which it can deliver gas virtually anywhere in the lower 48 states. The Delhi Group's existing systems are capable of handling substantially increased throughput without major investment.

Because this investment is in a single company, it does not offer the diversification or management of a mutual fund, and therefore it is subject to more changes in the stock market. The share price and rate of return of Delhi Group Stock will fluctuate in response to factors affecting the Delhi Group in particular, as well as USX and the stock market.

Delhi Group Stock is traded on the New York Stock Exchange (NYSE) under the symbol DGP and the closing per share stock price can be found each trading day on the NYSE transaction page (under USX-Delhi) of most newspapers.

10. INVESTMENT RISK

Each of the investments described above represents different level and types of both risk and potential return. The level of risk acceptable varies from person to person based upon individual investment goals and financial situations. You should consider each investment carefully before selecting, changing your investment option or authorizing an investment transfer. Remember neither the Trustee nor your Employing Company can guarantee your investments against loss or depreciation.

11. ALLOCATION OF SAVINGS, COMPANY CONTRIBUTIONS AND DIVIDENDS

Each month your savings and the savings of all other participants which are to be invested in the Bond Index Fund, the S&P 500 Stock Index Fund, the U.S. Government Obligation Fund or the Group Interest Fund, will be allocated into units based upon the respective unit value applicable to each investment as calculated at the end of the month in which the savings occurred. For example, if the unit value for the U.S. Government Obligation Fund at the end of a month was \$12.9706 and your savings for that month to be invested in the U.S. Government Obligation Fund was \$100, your account would be credited with 7.710 units (\$100 divided by \$12.9706). The Trustee calculates a new unit value for each of these investments at the end of each month by dividing the total value of the investment in the Plan by the total number of units in the accounts of all participants for that investment.

Your savings to be invested in shares of the International Stock Fund, the United Income Fund, Delhi Group Stock, Marathon Group Stock or Steel Group Stock along with company contributions which are invested in Steel Group Stock will be allocated each month into shares of the respective stocks based upon the average cost of the shares of such stock acquired by the Trustee for that purpose.

Allocation of your savings and company contributions will be on a monthly basis and will be made in the month following the month in which the savings occurred.

Dividends on shares of the International Stock Fund, the United Income Fund, Delhi Group Stock, Marathon Group Stock and the Steel Group Stock in your account will be allocated in the month received into additional shares of the respective stock and the resulting shares will be credited to your account.

12. VESTING OF EMPLOYEE SAVINGS AND COMPANY CONTRIBUTIONS

Vesting refers to your nonforfeitable right to a benefit from the Plan. You will always be 100% vested in the full value of your Pre-Tax savings, After-Tax savings, rollover funds and the earnings related to these items.

Although you are credited with the company contributions related to your savings when made, these contributions do not become "vested" while you are employed by an Employing Company or, in other words, do not become a permanent part of your account until the earlier of: (a) two full years after the end of the calendar year in which they are credited to you provided you were hired prior to December 1, 1993; (b) attainment of five years of continuous service; or (c) the date that the Plan is terminated; or (d) the complete discontinuance of contributions (employee and company) under the Plan for all participants.

Also, if you terminate employment by reason of retirement (as defined in the Plan Text), permanent layoff, total and permanent disability or death, all company contributions are automatically vested.

Vested Company contributions that have been in the Plan for at least 24 months are available for in-service voluntary withdrawal regardless of whether they were applicable to Pre-Tax savings or After-Tax savings.

13. FORFEITURE OF COMPANY CONTRIBUTIONS

You will lose (forfeit) company contributions and earnings thereon which have not vested if you, prior to attaining five years of continuous service, terminate employment by reason other than retirement, permanent layoff, total and permanent disability or death.

The value of any company contributions which are forfeited will be returned by the Trustee to the Employing Company and applied to reduce any subsequent company contributions required under the Plan. See Section 26 for provisions under which company contributions previously forfeited by you may be reinstated to your account.

14. BENEFICIARY DESIGNATION

You may, subject to the restrictions applicable to a married participant, name one or more beneficiaries to receive all or part of the assets in your account in the event of your death, and you may change or revoke such beneficiary designation at any time.

If you are married at the date of your death, your spouse shall be your sole primary beneficiary unless your spouse had consented in writing to your designation of another person, persons, institution or trust as beneficiary of all or part of your account. In these cases, the spousal consent must be on a form prescribed by and filed with the Trustee, and the spouse's signature must be witnessed by a representative of the Plan or a notary public. The spouse cannot revoke a consent after it is given, but the employee cannot change the beneficiary designation to another without obtaining a new written consent from the spouse.

15. SUB-ACCOUNTS WITHIN PARTICIPANT'S ACCOUNT

As stated earlier, a separate account shall be established for you under the Plan. Within each account, separate records will be established and maintained for matched and unmatched savings by Pre-Tax savings and After-Tax savings as well as for company contributions. These records will be maintained in the following sub accounts:

- (a) Pre-1987 After-Tax Account – Contains investments remaining in the Plan from employee's After-Tax savings placed in the Plan prior to 1987 and earnings thereon regardless of when credited. Also contains funds rolled over prior to December 1, 1993 from a qualified defined benefit retirement Plan of an Employing Company.
- (b) Post 1986 After-Tax Account – Contains investments remaining in the Plan from employee's After-Tax savings placed into the Plan after 1986 and earnings thereon.
- (c) Pre-Tax Account – Contains investments remaining in the Plan from employee's Pre-Tax savings and earnings thereon.
- (d) Company Contributions – Contains investments remaining in the Plan from company contributions and earnings thereon.
- (e) Rollover Account – Contains investments remaining in the Plan from funds rolled over on or after December 1, 1993 from a qualified defined benefit plan of an employing company and subsequent earnings thereon.

16. SPECIAL VACATION BENEFIT

The Special Vacation Benefit provisions of the Plan were terminated as of June 30, 1982, and no further benefits accrued thereafter. Any reference in this Summary Plan Description to company contributions include any Special Vacation Benefit entitlements that were deposited to your account as additional company contributions, unless withdrawn by you.

Investment Transfer

17. TRANSFER OF FUNDS

To enable you to change the investment mix of your funds to meet personal investment goals or financial trends as you perceive them, you can transfer funds in your account from one or more investments to another investment or investments subject to the following:

- All transfers between investments can be from 5% to 100% of each investment and are expressed in five-percent increments (5%, 10%, 15%, etc.).
- An interval of at least three months is required between any transfers authorized by you.
- Direct transfers in either direction between the U.S. Government Obligation Fund and the Group Interest Fund are not permitted.
- Direct transfers from the Group Interest Fund to the Bond Index Fund are not permitted prior to July 1, 1994.
- Simultaneous transfers out of and into the same investment within the same account (Pre-1987 After-Tax or Post-1986 After-Tax or Pre-Tax) are not permitted.
- Effective July 1, 1995, transfers will be permitted on a monthly basis except that an interval of at least three months is required between the month in which the participant makes a transfer involving the Group Interest Fund and/or the U.S. Government Obligation Fund and the next month in which he makes a transfer involving either or both of these funds.

By requesting investment transfer, you are in effect requesting the Trustee to sell or cash out all or a portion of one investment and to invest the resulting net proceeds in another Plan investment or investments in accordance with your transfer election. However, since no distribution from the Plan occurs, a transfer does not result in a taxable event.

Where less than an entire investment is being transferred, the source of the funds for that transfer will be in a priority sequence pre-established by the Trustee.

You can make separate transfer elections for investments in your Pre-Tax account, your Pre-1987 After-Tax account, your Post-1986 After-Tax account, your company contribution account and your rollover account provided they are in accordance with all other transfer provisions. In no event, however, will the transfer result in the recharacterization of funds between your Pre-Tax account and your After-Tax accounts nor any subaccounts therein.

If you elect to transfer funds, your transfer request and all other transfer requests from other participants which are received by the Trustee in its Pittsburgh, Pennsylvania office on or before the last workday of the month will be processed as a single group with all participants receiving the same unit and/or share values for the investments being transferred.

You may cancel, but not revise, an investment transfer request provided your cancellation request is in writing and is received by the Trustee on or before the last day of the month in which your transfer request was received. If you cancel an investment transfer request, you must wait until the following month to submit a new one.

Unit values applicable to the S&P 500 Stock Index Fund, the U.S. Government Obligation Fund, the Bond Index Fund and the Group Interest Fund as of the end of the calendar month in which the Trustee receives your Investment Transfer Election Form will be used to determine the value of the funds being transferred from any of these investments as well as the number of units to be reallocated (transferred in) to the new investment(s).

Any shares of the United Income Fund or the International Stock Fund you transfer to another investment will be valued at the average net price per share received by the Trustee for all such shares of each Fund being transferred that month.

Funds which you transfer into the United Income Fund or the International Stock Fund from other investments will be allocated into shares at the average net cost per share to the Trustee for all such shares of each Fund purchased with funds transferred that month.

Any shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock being transferred by you to other investments will be valued at the respective average net price per share received by the Trustee for the sale of all such shares of each stock being transferred for all participants during the same month.

Any funds being transferred into Delhi Group Stock, Marathon Group Stock or Steel Group Stock from investments in your account will be allocated into shares at the respective average cost per share of all such shares of each stock purchased or obtained

for this purpose by the Trustee for all participants transferring into Delhi Group Stock, Marathon Group Stock or Steel Group Stock during the same month.

If you have a loan or a withdrawal being processed in the same calendar month as a transfer request, the transfer request will be based on funds remaining in your account after the loan and the withdrawal have been processed.

At the end of the month following the month in which your transfer request was received by the Trustee, you will be provided with a confirmation notice which will summarize your transfer transaction.

The Trustee may establish from time to time minimum or maximum amounts of funds or minimum or maximum number of shares or units which can be transferred.

Rollover and Direct-Plan Transfer

18. ROLLOVER FROM A QUALIFIED RETIREMENT PLAN

If you retire and receive a lump-sum distribution (as defined in Appendix B of this booklet) from a qualified defined benefit retirement plan of an Employing Company, you may, subject to the terms and conditions set forth by the Trustee, roll over all or any part (subject to a minimum rollover amount of \$10,000) of the taxable portion of the distribution into your account in this Plan, thereby deferring any tax on the amount rolled over. Please note that the amount eligible for rollover is the taxable portion of the lump-sum distribution; therefore, your contributions to the retirement plan cannot be included in the rollover.

You may at the time of completing your pension application elect a "direct rollover" of all or any portion of your pension lump-sum distribution in which case the check for the portion being rolled over will not be paid to you but will be transferred directly to your account in the Savings Fund Plan.

If you do not elect a "direct rollover" to this Plan or to another qualified plan or an Individual Retirement Account, the taxable portion of your distribution will be subject to a 20% withholding of Federal income tax at source. However, following receipt of your distribution (net of taxes withheld), all or any part of the taxable portion can still be rolled over into the Savings Fund Plan provided your personal check made payable to the Savings Fund Plan - Trust Account A and your Rollover Election Form are received by the Trustee within 60 days following your receipt of the distribution.

The Rollover Election form can be obtained from your benefit representative or from the Trustee. The form will record your instructions as to which investment or investments (in five percent increments) the rollover amount is to be placed.

Any funds rolled over will be credited to your account the first of the month following the month in which the Trustee receives your rollover check and Rollover Election form. For investment purposes only, a check and Rollover Election form received by the Trustee within the first three workdays of a calendar month will be deemed to have been received in the preceding month.

Rollover funds will be allocated into eligible Plan investments in accordance with your election, placed in your Rollover Account, and treated in the same manner thereafter as any other investment in the Plan. Funds rolled over prior to December 1, 1993 were placed in the participant's Pre-1987 After-Tax Account and will remain there until withdrawn.

Rollover funds will be subject to the same provisions as covered in the Deferral of Distribution - Section 23 of this booklet.

19. DIRECT-PLAN TRANSFER

In the event your employment is transferred between, or you are subsequently employed by, USX Corporation, Marathon Oil Company or Delhi Gas Pipeline Corporation or any subsidiary of these companies, you may, provided your account is fully vested, request a direct-plan transfer of the entire balance of your account in the tax-qualified savings or thrift plan of your former company (USX Corporation, Marathon Oil Company or Delhi Gas Pipeline Corporation) to be invested in the qualified savings or thrift plan of your current employer subject to the approval of the Trustee of each plan involved. Any outstanding loans from a plan must be fully repaid prior to requesting a direct-plan transfer from that plan.

If you are interested, contact the benefit representative or the Trustee of your current plan to obtain the procedure and forms necessary to request a direct-plan transfer of this type.

If your Employing Company, division or location has either been sold by the Corporation or is operating as a joint venture with the Corporation and you are still employed by that organization, a one-time direct-plan transfer of your entire account value to the qualified defined contribution plan of your Employing Company may be available, subject to the approval of the Trustee (USX Plan), and further provided specific requirements are met and your employer's plan is set up to handle and properly account for such transfer. Before any such direct-plan transfers will be approved by the Trustee, a written agreement must be completed between the Trustee, your Employing Company and, where applicable, the Trustee and record keeper of your Employing Company's defined contribution plan. Such agreement must conform to the Internal Revenue Code section dealing with direct-plan transfers and spell out all the requirements of the direct-plan transfer.

Withdrawals From the Plan

20. WITHDRAWALS - PRIOR TO TERMINATION OF EMPLOYMENT

Withdrawal provisions of the Plan are designed to permit maximum flexibility to the participant to meet financial needs as they occur. Generally, except for Pre-Tax savings and earnings and certain company contributions, you can withdraw all or any part of your account that has vested at any time. The Internal Revenue Code requires that Pre-Tax savings and related earnings cannot be withdrawn prior to termination of employment or attainment of age 59-1/2 except in cases of financial hardship (see Section 21 entitled Financial Hardship) and also restricts the withdrawal of company contributions until they have been in the Plan for at least 24 months.

In considering a withdrawal, you should determine the amount of funds you need, the portions of your account which are available for withdrawal and the investment or investments from which the funds are to be withdrawn. Also you should avoid withdrawing, where possible, matched savings that have not been in the Plan for at least 24 months since an automatic six-month suspension of all your savings and company contributions will result from such a withdrawal. In all cases, you should be aware of the possible tax impact (see Appendix B for information on taxability of withdrawals) of any withdrawal you request from the Plan.

The effective date of any withdrawal prior to your termination of employment will be the later of (1) the date you specify on the withdrawal request, or (2) the date the request was received by the Trustee except for a distribution required under Section 27 (Distribution Deadline) in which case the effective date shall be a date 30 days prior to the required distribution date.

On any withdrawal request, separate elections regarding the amount and investment(s) to be withdrawn will apply to your sub-accounts shown below. Subject to the restrictions on Pre-Tax savings for participants under age 59-1/2, you can withdraw from any of your sub-accounts. In the event that your withdrawal includes more than one of the Corporation Stocks, you can make separate elections with respect to the manner that each stock is to be received (cash or certificate form). If more than one stock is being requested in certificate form, the registration of each stock must be identical.

A withdrawal reference table is shown below for your reference concerning the various sub-accounts from which funds are available for withdrawal prior to termination of employment.

**WITHDRAWAL REFERENCE TABLE
APPLICABLE TO WITHDRAWALS PRIOR TO TERMINATION OF EMPLOYMENT**

SOURCE OF FUNDS	PORTION WITHDRAWABLE	PLAN PENALTY
A. PRE-1987 AFTER-TAX ACCOUNT	All or any portion of any investment or combination of investments	None
B. POST 1986 AFTER-TAX ACCOUNT		
(1) Matched Savings	All or any portion of any investment or combination of investments	1/
(2) Unmatched savings	All or any portion of any investment or combination of investments	None
C. PRE-TAX ACCOUNT AGE 59-1/2 OR OVER		
(1) Matched Savings	All or any portion of any investment or combination of investments	1/
(2) Unmatched savings	All or any portion of any investment or combination of investments	None
D. PRE-TAX ACCOUNT UNDER AGE 59-1/2	Withdrawal of Pre-Tax savings not permitted except in case of financial hardship	1/
E. COMPANY CONTRIBUTIONS		
(1) Vested	All or any portion that has been in the Plan for at least 24 months	None
(2) Not vested	Not available for withdrawal	NA
F. ROLLOVER ACCOUNT	All or any portion of any investment or combination of investments	None

1/ Withdrawal of all or any part of matched savings (Pre-Tax or After-Tax) that have not been in the Plan for at least 24 months will result in the automatic suspension of all employee savings (matched and unmatched - Pre-Tax and After-Tax) and company contributions for a period of six months.

21. FINANCIAL HARDSHIP

Prior to termination of employment, the Internal Revenue Code will permit withdrawal of Pre-Tax savings before attaining age 59-1/2 only if the participant has a financial hardship that meets certain Internal Revenue Service requirements.

In order for the Trustee to determine if the participant's hardship request meets the requirements of the Internal Revenue Service, the participant must submit any financial hardship request to the Trustee in writing, including a personal financial data sheet, and any other items necessary to document the existence of an immediate and heavy financial need and also to certify that other financial resources are not available to meet the financial need.

The Trustee will review each financial hardship request taking into consideration all of the relevant facts and circumstances including:

- the nature of the financial hardship giving preference to cases involving uninsured medical expenses, purchase of a principal residence, post secondary educational expenses for the participant or his dependents, and the prevention of eviction of the participant or the foreclosure of the mortgage on the participant's principal residence;
- the amount of money required to meet the financial need;
- whether or not the participant has other financial resources, including any assets held by the participant's spouse and minor children, which are reasonably available to meet the financial need, including but not limited to other funds (including a Plan loan) in the Plan provided that the liquidation of the other resources or assets would not of itself cause an immediate or heavy financial need; and
- the relationship of the funds being requested to the total funds needed to meet the financial need.

If the financial hardship request is approved by the Trustee, the participant would be required to withdraw first or at the same time any other available funds from the Plan and would be permitted to withdraw Pre-Tax savings without earnings thereon up to the amount necessary to satisfy the remaining financial obligation. If any matched Pre-Tax savings are withdrawn under the financial hardship provisions that have not been in the Plan for at least 24 months, all employee savings and related company contributions will be automatically suspended for a period of six months.

The amount to be distributed may, at the participant's request, be grossed up to include the amount necessary to pay any taxes or penalties reasonably anticipated to result from the distribution.

The Trustee's decision on whether or not the financial hardship provisions have been met will be final, subject to the Appeal Procedure in Section 39.

22. WITHDRAWALS – UPON TERMINATION OF EMPLOYMENT

Following your termination of employment, you may elect to receive distribution of your account in the form of a lump-sum payment or, if applicable, you may defer distribution of your account until a later date (see Deferral of Distribution - Section 23 of this booklet).

If your termination of employment is by reason of retirement (including a deferred vested pension on and after January 1, 1989), permanent layoff, total and permanent disability (as these terms are defined in the Plan Text) or death, the distribution of your account will include all shares of Corporation Stock and the cash value of all other investments in your account.

If your employment terminates for any other reason prior to attaining five years of service (including but not limited to quit, discharge or a refusal of a reasonable offer of employment as the term is defined in the USX Corporation's pension rules applicable to you), the distribution of your account will include all shares of Corporation Stock and the cash value of all other investments in your account except for the shares of Corporation Stock or other investments represented by non-vested company contributions which will be forfeited.

The effective date of withdrawal will be the date of your termination of employment except if you elect to defer your distribution, the effective date shall be the earlier of (1) the date the Trustee receives your written authorization to distribute the account, (2) the date of your death, or (3) the date on which you attain age 70-1/2.

23. DEFERRAL OF DISTRIBUTION

If at termination of employment your vested account value is \$3,500 or more, you may defer distribution of your entire vested account until such time as you request a distribution. However, in no event can you defer distribution of any balance remaining in your account beyond April 1 of the calendar year following the calendar year in which you attain age 70-1/2 and the minimum deferral period is 30 days. If you elect to defer your distribution, you assume all market risks during the deferral period associated

with investments in your account as well as the effects, favorable or unfavorable, that any revision in the Internal Revenue Code might have on your distribution. Any company contributions that are not vested as of the date of your termination will be forfeited.

During the deferral period, you will be permitted to request and receive up to two voluntary partial withdrawals from your account during a calendar year. The withdrawals may be made at any time during the calendar year and are subject to a \$500 minimum withdrawal. Before making a partial withdrawal or withdrawals from your account following termination of employment be sure that you understand the effect that such withdrawal or withdrawals may have on your final distribution from the Plan (see Section 4(e) - Partial Distributions in Appendix B). In addition you may elect to transfer funds between investments subject to the transfer provisions, or you may request a Plan loan in accordance with the Loan Rules (see Appendix A). The value at time of any distribution will be based on the unit and share value applicable to the effective date of withdrawal, and the distribution will be taxable based on the tax laws in effect at time of distribution.

Note: A lump-sum distribution that was rolled over from a retirement plan (see Section 18) will be subject to the withdrawal provisions as set forth in this section.

24. AUTOMATIC DISTRIBUTION

If you, within one month following your termination of employment, fail to request, in writing, distribution of your account and your vested account value is less than \$3,500, the Trustee may distribute your entire vested account without any action on your part. In this case, any vested shares of Corporation Stock will be issued to you in certificate form registered in your name, and federal income tax at the rate prescribed by law will be withheld from the taxable portion of your distribution.

The distribution to the beneficiary of a deceased participant's account may be delayed until such time as the beneficiary requests distribution, but not later than one year from the end of the month in which the participant died. If the beneficiary does not request a distribution by the end of the one-year period, the Trustee may make the distribution to the beneficiary of the entire account balance at that time in the manner prescribed in this section.

25. DISTRIBUTION OF INVESTMENTS WITHDRAWN

Withdrawals (both voluntary and terminations) are processed by the Trustee on a monthly basis, and therefore you should allow four to eight weeks following the effective date of your withdrawal for receipt of funds or shares being withdrawn. Generally, withdrawal requests received by the Trustee by the third workday of a month will be distributed (mailed) to the participant at the end of that month. Only one withdrawal a month can be processed for a participant.

Distribution of investments being withdrawn from the S&P 500 Stock Index Fund, the U.S. Government Obligation Fund, the Bond Index Fund and the Group Interest Fund will be made in cash based upon the unit values of the investments at the end of the month prior to the distribution.

Distribution of shares in the United Income Fund and the International Stock Fund shall be in cash with the value being based upon the average net price per share received by the Trustee for all such shares of each stock being withdrawn for distribution in that month.

Distribution of Delhi Group Stock, Marathon Group Stock and Steel Group Stock will each be made in the form of a stock certificate registered in your name. At the time of withdrawal, you may request the Trustee to sell your shares of each of the Corporation Stocks, and to distribute the proceeds to you; however, the Trustee is not required to honor your request unless it is received in writing within 30 days of the effective date of your withdrawal. If you request the Trustee to sell the shares of any of the Corporation Stocks, the Trustee may at its option purchase the shares of the stock from you at the current market value on the effective date of withdrawal or sell the shares on the market. If the Trustee sells the shares on the market, you will receive the average net price per share received by the Trustee for the sale of all similar stock shares being withdrawn by participants for distribution in the same month.

Unless otherwise provided by law or the Plan, distribution will be payable to you or, in the event of your death, to your named beneficiary or beneficiaries.

At the time of distribution, the Trustee will provide you with a Statement of Remittance which will detail your distribution.

26. REINSTATEMENT OF FORFEITED COMPANY CONTRIBUTIONS

Company contributions that are forfeited on account of your termination of employment will be reinstated to your account in the Plan under the following rules:

- (a) If you received a distribution as a result of a prior termination of employment, the forfeited company contributions will be reinstated if, following your reemployment, you repay to the Trustee an amount equal to the cash value of the

distribution (but not exceeding the value of the forfeited contributions) within the earlier of (1) five years after the date you are reemployed, or (2) the close of the period of five consecutive one-year breaks in continuous service commencing after the distribution; or

- (b) If you did not receive a distribution as a result of a prior termination of employment, the forfeited company contributions will be reinstated in the month following the month in which you, in writing, advise the Trustee that you have been reemployed by an Employing Company and request that the forfeited contributions be reinstated.

Company contributions that were forfeited on account of a previous voluntary withdrawal will be reinstated to your account in the Plan if you repay to the Trustee within five years after the date of the withdrawal an amount equal to the cash value of the company contributions that were forfeited.

The reinstated company contribution will be recorded as a company contribution. The amount you repay will be considered as Post 1986 After-Tax savings and will be invested in accordance with your current investment election. All amounts received and company contributions reinstated will be credited to your account in the month in which the reinstatement was made.

27. DISTRIBUTION DEADLINE

A participant who has not separated from service and who attains age 70-1/2 after December 31, 1987, shall receive a distribution by April 1 of the calendar year following the year in which he attains age 70-1/2, another distribution as of December 31 of that same year and as of December 31 of each succeeding calendar year for as long as funds remain in his account. These distributions will be based upon (a) the participant's account value, as of December 31 of the year preceding the distribution, and (b) the participant's life expectancy as determined under the expected return multiples in Tables V and VI of Treasury Regulations-Section 1.72-9.

28. TAX (FEDERAL) CONSEQUENCES OF A DISTRIBUTION FROM THE PLAN

For general information on the taxability of a distribution from the Plan, mandatory withholding of federal income tax and on eligibility of distributions for rollovers to an Individual Retirement Account, an Individual Retirement Annuity or another qualified plan, refer to Appendix B of this booklet.

General Provisions

29. CONTINUOUS SERVICE

Continuous service under this Plan will be determined in accordance with the continuous service provisions as provided in the USX Corporation Pension Plan applicable to you.

30. BENEFIT STATEMENT

The Trustee will mail to you on a quarterly basis, a statement showing the status of your account by investment and reflecting the current unit value or share value applicable to each of the Plan's investments as of the date of the statement. The statement will also reflect the current status of any outstanding loans you may have from the Plan. You will have the responsibility to verify that your savings are being deducted and invested in accordance with your authorization and election.

31. PLAN TRUSTEE AND ADMINISTRATOR

The United States Steel and Carnegie Pension Fund, a non-profit Pennsylvania corporation, with offices at 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776, is the Trustee and Administrator of the Plan and will keep the records of your account and perform all other functions necessary for the administration of the Plan.

The Plan is self-administered by the Plan's Administrator, and the decision of the Plan Administrator shall be final and conclusive as to all questions of interpretation, application and administration of the Plan provisions except as set forth below in Section 39 - Appeal Procedure. In exercising its discretionary authority to interpret, apply and administer the Plan provisions, the Plan Administrator shall be guided by the intent of the Corporation in establishing the provision being interpreted or applied.

32. ADMINISTRATION - GENERAL

Your benefit representative, usually a designated employee of the personnel department where you work, is your first contact on matters pertaining to the Plan. In addition, your benefit representative has all the forms necessary for any action you wish to take with respect to the Plan, will normally have access to information on your account through CRT reference screens, and should be able to answer any questions you may have. If you have any problems obtaining information or answers to specific questions concerning the provisions of the Plan, you can contact the Plan Administrator.

Unless otherwise stated, all costs incurred in administering the Plan shall be paid by Employing Companies having participants in the Plan. Administrative costs do not include any investment fees or operating expenses charged by the investment managers of the Bond Index Fund, the S&P 500 Stock Index Fund, the United Income Fund and the T. Rowe Price International Stock Fund as such costs and fees are charged (netted) against the investments return as are any consultant fees on the Group Interest Fund.

The Plan shall be audited annually by a firm of independent accountants.

33. AMENDMENT, MODIFICATION, SUSPENSION AND TERMINATION

The Corporation reserves the right to make any changes in the Plan or to terminate the Plan as to any or all groups of employees or participants covered under this Plan or to suspend employer contributions to the Plan. Any amendment to the Plan (including any amendment which increases, reduces or alters the benefits of this Plan) or any action which terminates this Plan or suspends employer contributions to this Plan as to any or all groups shall be made by a resolution of the Corporation's Board of Directors (or any authorized committee of such Board) adopted in accordance with the by-laws of USX Corporation and the corporation law of the state of Delaware.

In the event of complete or partial termination of the Plan or upon complete discontinuance of contributions under the Plan, the rights of all participants to all benefits (including unvested benefits) accrued to the date of such termination or discontinuance shall, to the extent funded, as of such date or the amounts credited to the employees' accounts, become nonforfeitable.

Any plan termination must be approved, in advance, by the Internal Revenue Service. In the event of a plan termination, each participant shall receive his individual account balance in accordance with the provisions in effect at the time of the plan termination.

34. VOTING OF CORPORATION STOCK

You can vote all full shares of Delhi Group Stock, Marathon Group Stock and Steel Group Stock allocated to your account. Prior to each annual or special meeting of stockholders, you will receive information regarding the meeting and a form for providing your voting directions. Your voting directions will be processed and maintained on a confidential basis by the Trustee.

35. STOCK RIGHTS, STOCK SPLITS AND STOCK DIVIDENDS

Only the Trustee, in its sole discretion, can exercise or sell any rights pertaining to shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock in the Plan. Any benefits derived from stock rights, as well as any shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock received by the Trustee by reason of a stock split or stock dividend, shall be appropriately allocated to the accounts of the participants.

36. IN THE EVENT OF A TENDER OFFER

If a tender offer is made for all or part of the shares of Delhi Group Stock, Marathon Group Stock or Steel Group Stock, the Trustee will promptly inform you of such offer and, as soon as practicable, solicit instructions from you with respect to tendering your shares of such stock in the Plan.

If the Trustee does not, within the time period established, receive instructions from you, your shares of such stock in the Plan shall be tendered by the Trustee only if the Trustee is instructed to tender a majority of the shares for which the Trustee received instructions from participants.

Any cash proceeds or earnings on securities received on tendered shares shall be credited to your account and shall be invested in the U.S. Government Obligation Fund.

37. YOUR RIGHTS TO YOUR PLAN BENEFITS

Your rights in the accrued benefits derived from your own contributions as well as the accrued benefits resulting from company contributions which have vested are nonforfeitable.

In addition, your rights to your Plan benefits are not subject to any lien nor can they be assigned or transferred except as a result of a qualified domestic relations order, death or mental incompetency.

All or a portion of your account may be assigned by a Qualified Domestic Relations Order (QDRO) to an alternate payee to satisfy a legal obligation you may have to a spouse, former spouse or other dependent as a result of a state Court Order dividing marital property. A QDRO is a state Court Order that complies with the Retirement Equity Act of 1984 and that has been entered in connection with a divorce or support proceeding. Any alternate payee under a QDRO will be permitted to make investment transfers under the Plan but will not be permitted to receive a Plan loan. QDROs are handled in accordance with a written procedure developed by the Administrator. You may obtain a copy of the QDRO procedure by requesting the same from the Administrator.

38. HOW TO APPLY FOR YOUR BENEFITS HOW TO CHANGE YOUR INVESTMENT OPTIONS HOW TO CHANGE YOUR RATE OF SAVINGS

Your Benefit Representative at your place of employment is your contact for information regarding the Plan. For most locations, your Benefit Representative is located in the Personnel office and can access, through CRT inquiry screens, up-to-date information on your participation status and account balances. In addition, forms for initiating or revising your rate of savings, your investment options, requesting withdrawal, applying for a loan or requesting investment transfers, as well as any other forms applicable to the Plan, can be obtained from your Benefit Representative.

While your Benefit Representative can provide you with information regarding your account and can answer any questions concerning the provisions of the Plan, they are not permitted to provide personal investment or specific tax advice.

39. APPEAL PROCEDURE

If your claim for benefits under the Plan, including a request for withdrawal under the financial hardship provisions, is denied or if you believe that the amount of the benefit which you receive is incorrect, you may within sixty (60) days of the date your request for benefits is denied or you received benefits which you believe were paid in an improper amount, write to the Vice President-Administration, United States Steel and Carnegie Pension Fund, 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776, furnishing all information supporting your position. Your appeal will be reviewed by the Vice President - Administration and a reply will be made within sixty (60) days of the date the appeal is received:-

The decision of the Vice President - Administration shall be final and conclusive with respect to all disputes other than a dispute concerning the forfeiture of unvested company contributions. The decision of the Vice President - Administration shall be final and binding with respect to a dispute concerning the forfeiture of unvested company contributions, except insofar as you, within sixty (60) days after notification of the Vice President's decision submit a written demand for arbitration. A dispute so appealed shall be submitted to an arbitrator selected by the Chairman of the Board of Arbitration,

530 Oliver Building, Pittsburgh, Pennsylvania 15222-4776, unless you request that the dispute be submitted to another arbitrator. In such event, you and the Plan Administrator shall mutually agree upon an arbitrator to hear such dispute with the costs shared equally by you and the Plan Administrator. The arbitrator shall have the authority only to decide the question pursuant to the provisions of the Savings Fund Plan but shall not have authority in any way to alter, add to or subtract from any of such provisions. The decision of the arbitrator shall be binding on the Employing Company, the Plan Administrator and you.

APPENDIX A

LOAN RULES

1. ELIGIBILITY FOR LOAN

As of the end of the month in which the application for a loan is made, the participant must have a vested value in the Plan of at least \$1,000.

2. PURPOSE OF LOAN

A participant may obtain a loan for any purpose.

3. NUMBER OF LOANS

A participant may have no more than two loans outstanding at any one time.

4. FREQUENCY RESTRICTIONS

A participant who has two outstanding loans may not receive another loan until the month following the month in which one of the loans is fully repaid.

5. MAXIMUM AMOUNTS OF LOANS

The maximum amount that can be borrowed, when added to any other outstanding Plan loan balance, cannot exceed the lesser of:

(a) \$50,000 reduced by the excess of

(1) the highest outstanding balance of all loans from the Plan during the preceding twelve-month period, over

(2) the current outstanding balance of all loans from the Plan, or

(b) one-half of the present value of investments in the account of the participant which have vested, including any outstanding loan balance.

6. MINIMUM AMOUNTS

Each loan must be at least \$500.

7. TERM

The term of a loan shall be for any period of months requested by the participant that is not less than 6 or more than 54 months.

The term of a loan begins on the first day of the month following the month in which the Trustee mails the loan check to the participant.

8. INTEREST RATE

The interest rate for each loan will be the interest rate charged on fully secured loans issued by the USX Federal Credit Union (headquartered in Pittsburgh) as of the last business day of the month preceding the month in which the participant's Request for Loan was received by the Trustee plus one-half of one percent. Interest shall be charged monthly on a declining balance basis.

The interest rate for each loan will remain fixed throughout its term.

9. LOAN APPLICATION AND PROCESSING

A participant interested in a loan should contact his or her personnel or Plan representative to obtain an estimate of funds available, rate of interest, monthly repayments and default provisions.

A participant must apply for a loan on the forms provided by the Trustee for this purpose and must submit the necessary forms to the Savings Fund Plan in Pittsburgh, Pennsylvania.

The loan application will include a Request for Loan and a promissory note committing the participant to repay the loan, pledging the balance in the participant's Loan Account as security for the loan, and, where applicable, authorizing monthly payroll deduction of the repayment amount from the participant's salary. The loan application will show the monthly repayment amount which shall be an amount necessary to permit repayment of both principal and interest on the loan in equal monthly installments over the term of the loan.

Loans will be granted by the Trustee only in accordance with the Loan Rules and the Plan.

A check for the loan amount will be mailed at the end of the month ("loan payment month") following the month in which the Request for Loan was received, provided the signed promissory note was received by the Savings Fund Plan Department in Pittsburgh, Pennsylvania on or before the third workday of the loan payment month.

Example: If the Request for Loan was received on or prior to the last workday in July and the signed promissory note was received on or prior to the third workday of August, the loan check would be mailed at the end of August.

A loan application may be revoked by the participant only if written notice of revocation is received by the Trustee prior to the third workday of the loan payment month.

A Request for Loan will be cancelled by the Trustee if the signed promissory note is not received from the participant by the end of the month following the month in which the Request for Loan was received.

10. SOURCE OF LOAN FUNDS

All loans will be financed by selling to the extent necessary investments which are vested to the participant. The proceeds from the sale are placed in a Loan Account which is treated as another investment under the Plan and from which the loan is made to the participant.

Example: Assume a participant requested a loan in the amount of \$10,000, and the entire amount was obtained by redeeming shares of Steel Group Stock. The participant's account values record immediately before and immediately after the loan would be as follows:

<u>Investment</u>	<u>Before Loan</u>	<u>After Loan</u>	<u>Difference</u>
S&P 500 Stock Index Fund	\$ 4,200	\$ 4,200	-0-
Group Interest Fund	18,500	18,500	-0-
Steel Group Stock	15,300	5,300	(\$10,000)
Loan Account	-0-	10,000	10,000
	<u>\$38,000</u>	<u>\$38,000</u>	<u>-0-</u>

The Loan Account, which initially represents the amount of funds the participant has loaned to himself, earns interest at the same rate as the participant pays for the loan. Each month the Loan Account is increased by the interest earned and reduced by the amount of the loan repayment received from the participant.

Example: Using the above example and further assuming that the only transaction occurring is a monthly loan repayment of \$250 which includes \$75 of interest, the value of the participant's account after the first monthly loan repayment would be as follows:

<u>Investment</u>	<u>Beginning Values</u>	<u>Interest Earned</u>	<u>Payments Received</u>	<u>Ending Values</u>
S&P 500 Stock Index Fund	\$ 4,200			\$ 4,200
Group Interest Fund	18,500		\$250 1/	18,750
Steel Group Stock	5,300			5,300
Loan Account	10,000	\$75	(250) 1/	9,825
Total Values	<u>\$38,000</u>	<u>\$75</u>	<u>-0-</u>	<u>\$38,075 2/</u>

1/ The loan repayment amount: (1) is credited to the participant's account and invested in the Group Interest Fund (see Section 15 below); and (2) reduces the balance in the Loan Account and the participant's outstanding loan balance.

2/ The increase in the account value represents the \$75 of interest which the participant has paid to his account in the Plan.

The balance of the Loan Account at any time equals the obligation of the participant to repay to the Plan the outstanding balance of the loan. Amounts in the Loan Account are not available for investment transfer or for financing future loans but may, depending on the source of funds to provide the loan, be available for withdrawal; provided, however, that the proceeds of such withdrawal shall be used to repay the balances of the loan.

11. ORDER OF INVESTMENTS TO BE SOLD TO FINANCE LOAN

The Trustee will obtain the funds to make the loan by selling investments which have vested to the participant to the extent necessary to obtain the loan amount requested. Investments in the participant's account will be sold in accordance with the Account Primary Sequence in (a) below unless the participant elects instead the Investment Sequence shown in (b) below:

(a) Account Primary Sequence

(1) All investments within a particular account will be sold before investments from another account are sold. The accounts will be sold in the following order:

- First** – Investments from Pre-Tax Account.
- Second** – Investments from Company Contribution Account (to extent vested).
- Third** – Investments from Pre-1987 After-Tax Account.
- Fourth** – Investments from Post 1986 After-Tax Account.
- Fifth** – Investments from Rollover Account.

(2) Within each of the above accounts, Investments will be sold in the following order:

- First** – U.S. Government Obligation Fund
- Second** – Group Interest Fund
- Third** – Bond Index Fund
- Fourth** – S&P 500 Stock Index Fund
- Fifth** – United Income Fund
- Sixth** – International Stock Fund
- Seventh** – Marathon Group Stock
- Eighth** – Steel Group Stock
- Ninth** – Delhi Group Stock

(b) Alternate Investment Sequence

(1) This sequence permits the participant to specify the order that investments are to be sold. All units/shares of a particular investment will be sold before another type of investment is sold.

Note: For example, participant A may request that loan funds be first obtained from the redemption of Steel Group Stock, next, if needed, from S&P 500 Stock Index Fund, next if needed from Group Interest Fund, next if needed, from the U.S. Government Obligation Fund and so on. Participant B, on the other hand, may elect to have the Group Interest Fund redeemed first, next if needed, the U.S. Government Obligation Fund, next, if needed, Steel Group Stock and next, if needed, the S&P 500 Stock Index Fund and so on.

(2) For each of the investments, accounts will be sold in the same order as shown in Section 11(a)(1) above.

12. VALUATION OF INVESTMENTS

Investments which are sold will be valued as follows:

- (a) United Income Fund, Marathon Group Stock, Steel Group Stock, International Stock Fund and Delhi Group Stock – separately for each investment, the average net price per share received by the Trustee for all such shares sold for purposes of financing loans requested during the calendar month immediately prior to the loan payment month.**
- (b) Other Investments – The unit values applicable to the S&P 500 Stock Index Fund, the U.S. Government Obligation Fund, the Bond Index Fund and the Group Interest Fund as of the end of the calendar month immediately prior to the loan payment month.**

13. REPAYMENT OF LOAN

- (a) The first loan repayment will be due at the end of the month following the loan payment month (the month in which the Trustee mailed the loan check to the participant). Monthly installments will be due at the end of each month thereafter.**
- (b) Repayments of the loan principal and interest will be deducted from the participant's pay each pay period through regular payroll deduction provided the participant is on a USX payroll system or employed by a company which has agreed to collect loan repayments each month through payroll deductions for all outstanding loans of their employees and timely**

remit the funds in a manner prescribed by the Trustee. The payroll deduction authorization for loan repayments is irrevocable throughout the term of the loan. Participants paid monthly, biweekly/semi-monthly, and weekly will have 12, 24 and 48 periodic payroll deductions, respectively, each year of the loan term, with the amount deducted being 100%, 50% and 25% respectively of the monthly repayment amount.

- (c) Participants with outstanding loan balances who are not covered by paragraph (b) above or who are currently on layoff or leave of absence, or have terminated employment and deferred distribution of their account, must make the required monthly payments by personal check made payable to Savings Fund Plan - Trust Account A. The participant's social security number must be written on the check, and the check must be received by the Trustee no later than the last business day of the month in which the payment is due. Personal checks should be mailed to the following address:

USX Corporation
Savings Fund Plan - Loan Repayment Department
600 Grant Street - Room 2618
Pittsburgh, Pennsylvania 15219-4776

- (d) Interest on the loan will begin to accrue as of the first day of the month following the month in which the loan check was mailed to the participant by the Trustee.

14. PREPAYMENT OF LOAN

- (a) Entire Outstanding Balance – Prepayment of the entire outstanding loan balance is permitted at the end of any month.

Prepayment of the outstanding loan balance will be handled as follows:

- (1) The participant must request a prepayment estimate from the Trustee.
- (2) The Trustee will provide the participant with the prepayment amount and the date the prepayment must be received by the Trustee in its Pittsburgh office. The prepayment amount will take into account the monthly payroll deduction in the month in which prepayment is made.

- (b) Partial Prepayments – Prepayments of part of the outstanding loan balance are permitted and will be handled as follows:

- (1) Partial payments must be in \$10 increments with a minimum payment of \$100.
- (2) Regardless of when received during the month, partial payments will be credited to the participant's account as if received on the last day of the month.
- (3) Partial payments will not result in the reduction of the monthly loan repayment amount, but will reduce the amount of interest charged for the loan and may also reduce the number of monthly payments required.

- (c) All prepayments, entire or partial, should be made payable to Savings Fund Plan – Trust Account A and forwarded to the address specified in 13(c) above.

15. CREDITING OF REPAYMENT TO PARTICIPANT'S ACCOUNT

- (a) All loan repayments (principal and interest) will: (1) be credited to the participant's account to be invested in the Group Interest Fund at the unit rate in effect at the end of the month in which the payroll deduction occurred or the personal check was received by the Trustee; and (2) reduce the balance in the participant's Loan Account.
- (b) Repayment amounts first will be used to pay interest for the period, and any excess will be applied to the loan principal. If, for any reason, the monthly repayment amount received by the Trustee is less than the interest due on the outstanding loan balance, both the outstanding loan balance and the Loan Account will be increased by the amount of the unpaid interest.
- (c) The Trustee will allocate each repayment to the account (Pre-Tax, Pre-1987 After-Tax, Post 1986 After-Tax, Company Contributions and Rollover) in direct proportion to the percentages of the total loan derived from that account.

16. SECURITY REQUIREMENT

As security for any loan(s), the participant shall pledge to the Trustee all rights and interests in the participant's Loan Account.

17. LAYOFFS AND DISABILITY

- (a) A participant with a loan outstanding who is placed on layoff or who becomes disabled and has exhausted salary continuance may request the Trustee, in writing, to suspend loan repayments for the remaining period of his absence from work, and such request will be granted. In no event, however, shall the period of suspension exceed 12 months

or cause the term of the loan to exceed 60 months. The suspension will be effective the first of the month following the month in which the Trustee receives the written request.

- (b) During the period in which loan payments are suspended, interest shall continue to accrue and be added each month to the outstanding loan balance.
- (c) In all cases, when the participant returns to active employment during the suspension period, the suspension of loan payments shall end, and the participant's loan repayment payroll deductions will be reactivated on the first of the month coincident with or next following the date the participant returned to active employment.
- (d) Once loan repayments are resumed, the amount of each repayment will be applied first to the interest which had accrued to the loan during the suspension period until the interest amount in arrears has been fully repaid. Thereafter, repayments would be credited to principal and interest in the normal manner.
- (e) If, at the end of the maximum suspension period, the participant is still on layoff or disabled, regularly scheduled monthly payments will be due.
- (f) If, after the participant returns to work, the regularly scheduled monthly payments would not enable the participant to pay off the loan within a 60-month period from the first day of the term of the loan, the loan will be reamortized to provide monthly repayments in an amount necessary to insure repayment within such period.

18. TERMINATION OF EMPLOYMENT

- (a) If a participant incurs a break in continuous service, he or his surviving spouse beneficiary shall be permitted to continue to make the required monthly loan payments by personal check, so long as the participant's remaining account balances are not withdrawn.
- (b) If, following a break in continuous service, a participant or his surviving spouse beneficiary requests or receives a withdrawal of the participant's entire account, the Loan Account shall be included in the distribution along with all other investments, and the proceeds from the distribution will be reduced by the outstanding balance of the participant's loan.

19. LOANS IN DEFAULT

A loan shall be considered in default if any one of the following conditions occurs:

- (a) Loan payments are not received by the Trustee within the time limit specified for three consecutive months or a total of five months during the term of the loan, excluding any period that loan repayments were suspended under Section 17.
- (b) Loan payments received by the Trustee amount to less than the scheduled monthly payments for any five months during the term of the loan.
- (c) A loan is not fully paid within sixty months from the first day of the term of the loan.

20. EFFECTS OF A LOAN DEFAULT

- (a) In the event of a loan default, the Trustee shall make a distribution of the participant's Loan Account at the earliest possible date under the Plan and apply the proceeds to repay the outstanding balance of the loan. Such a distribution may have significant adverse tax consequences to the participant.
- (b) If appropriate, the portion of the participant's Pre-Tax Account which is invested in the Loan Account at the time of a default on a loan will be distributed under the financial hardship provisions of the Plan.

21. ADMINISTRATION

The Vice President-Administration of the United States Steel and Carnegie Pension Fund shall be responsible for administering these Loan Rules.

APPENDIX B

SUMMARY OF FEDERAL INCOME TAXES ON PLAN DISTRIBUTIONS

The discussion below is a general summary of a portion of the federal income tax treatments accorded participants and beneficiaries of the USX Corporation Savings Fund Plan ("Plan"). The summary is based upon the interpretation of the income tax laws as of the date of this booklet; however, due to the complexity of the federal income tax rules in this particular area, the summary cannot be viewed as a complete statement of the applicable income tax law. In addition, although not generally covered in the summary, withdrawals (distributions) from the Plan may also entail federal estate tax consequences and state and local tax consequences. For all of the above reasons, participants are urged to seek their own tax counsel whenever contemplating a financial transaction involving the Plan since the Corporation is not in a position to offer individual tax advice. The Corporation and the Trustee does not consider this summary, which covers the following subjects, to serve as individual tax advice:

1. General Tax Information
2. Unrecovered Employee Savings
3. Withdrawals – During Employment
4. Withdrawals – After Termination of Employment
 - (a) Lump-Sum Distribution
 - (b) Terminated Employee – Who Had Not Attained Age 50 as of January 1, 1986
 - (c) Terminated Employee – Age 50 Prior to January 1, 1986
 - (d) Distribution to Beneficiary – On Account of Participant's Death
 - (e) Partial Distributions
5. Additional Income Taxes, Excise Taxes
 - (a) Additional 10% Early Distribution Income Tax
 - (b) 15% Excise Tax
6. Distributions Eligible for Rollover – (To an IRA or Another Qualified Plan)
7. Withholding of Tax From Plan Distribution
8. Multiple Distributions
9. Employment of Former Employees

1. GENERAL TAX INFORMATION

Since the Plan is a qualified employee pension benefit plan maintained in conformity with the requirements of the Internal Revenue Code of 1986 ("Code"), an employee can obtain certain income tax advantages by becoming a Plan participant. In addition to the favorable tax treatment accorded certain distributions from the Plan, a participant will not be taxed on any of the following amounts until the participant begins to receive distributions from the Plan:

- (a) Contributions made by the Corporation;
- (b) Employee Pre-Tax savings;
- (c) Interest and dividends added to the participant's account; and
- (d) Gains on sales of securities in the participant's account.

Employee After-Tax savings are included in an employee's compensation, and thus are taxed before being placed into the Plan. As a result, employee After-Tax savings which have not been previously used to offset a taxable withdrawal may be used to reduce the taxable value of a distribution that is received from the Plan. (See Section 2 below.)

At the time a distribution is made from the Plan, the Trustee will provide a participant with a detailed statement covering the withdrawal. If taxable income is realized on the withdrawal, the participant is responsible for filing the appropriate income tax returns and for making any estimated tax payments if the tax withheld from the withdrawal does not cover the amount of taxes due.

2. UNRECOVERED EMPLOYEE SAVINGS

It is important that each participant understand what the term "unrecovered employee savings amount" represents and how it works in determining what portion, if any, of a distribution is reportable to the Internal Revenue Service (IRS) as taxable income.

The total amount of a participant's unrecovered employee savings is the amount of After-Tax savings remaining in the Plan which has not been used as an offset in calculating the taxable value of any withdrawals previously received from the Plan. Pre-Tax savings, since they are not taxed going into the Plan, are not included in the amount of unrecovered employee savings.

To conform to the tax laws, the Trustee is required to maintain each participant's unrecovered employee savings separately as described below:

- (a) Pre-1987 unrecovered employee savings – This amount represents a participant's After-Tax savings placed in the Plan prior to 1987 that has not been used to offset the taxable value of a previous withdrawal from the Plan.
- (b) Post 1986 unrecovered employee savings – This amount represents a participant's After-Tax savings placed in the Plan after 1986 that has not been used to offset the taxable value of a previous withdrawal from the Plan.

These After-Tax savings amounts, in effect, represent your "cost basis" remaining in the Plan and can be used to reduce the taxable portion of a Plan withdrawal as explained in Sections 3 and 4 below.

3. WITHDRAWALS - DURING EMPLOYMENT

The taxable income on any withdrawal a participant makes from the Plan prior to his termination of employment will be taxed as ordinary income and will not be eligible for capital gain treatment and/or 5/10 year forward averaging treatment. All or any portion of the taxable portion of a distribution received on or after January 1, 1993 can be rolled over to an Individual Retirement Account (IRA). The portion of an in-service withdrawal that represents taxable income is equal to the excess of (a) over (b):

- (a) the fair market value of assets received (i.e. the amount of cash received prior to any taxes being withheld, plus any Marathon Group Stock, Steel Group Stock and Delhi Group Stock, over
- (b) the amount of the withdrawal which can be treated as a non-taxable return of unrecovered employee savings.

However, any unrealized appreciation (market value over cost, if any) attributable to the portion of the shares of either Marathon Group Stock, Steel Group Stock or Delhi Group Stock being received in certificate form which was purchased solely with employee After-Tax savings will not be taxed until such time as the shares are subsequently disposed of in a taxable transaction.

The determination of the amount of the withdrawal which can be treated as a non-taxable return of employee After-Tax savings depends upon the source (sub-account) the distribution came from, and whether the participant has any Pre-1987 and/or Post 1986 unrecovered savings in the Plan at the time of the withdrawal.

If the withdrawal is from a source other than the participant's Post 1986 After-Tax Account, the first funds distributed will be treated as the non-taxable return of the Pre-1987 unrecovered employee savings (if any). Once the Pre-1987 unrecovered employee savings are fully recovered, the balance of the withdrawal and any future withdrawals from these sources will be fully taxable.

Example 1: If a participant who has \$5,000 of Pre-1987 unrecovered employee savings remaining in the Plan withdraws \$8,000 from the Pre-1987 After-Tax Account, the amount subject to federal tax would be \$3,000 (\$8,000 less \$5,000). Following the distribution, the participant's balance in the Pre-1987 unrecovered employee savings would be zero, and all subsequent distributions from the Pre-1987 After-Tax Account, the Company Contribution Account, the Rollover Account or the Pre-Tax Account would be fully taxable.

Example 2: If, in Example 1, the participant had withdrawn \$4,000, then the entire distribution would be offset by the unrecovered employee savings. In this case, no part of the distribution would be taxable; however, the participant's unrecovered employee savings would be reduced by \$4,000 leaving a balance of \$1,000 available for future offset.

If the withdrawal is from the Post 1986 After-Tax Account, the withdrawal will be treated partially as the non-taxable return of Post 1986 unrecovered employee savings and partly as a return of earnings on such employee savings. The portion treated as the non-taxable return of employee After-Tax savings will be based upon the ratio of the unrecovered employee savings in the Post 1986 After-Tax Account to the fair market value of the total balance in the Post 1986 After-Tax Account at the end of the month preceding the withdrawal. Thus, a portion of all withdrawals from the Post 1986 After-Tax Account will generally be taxable.

Example: If a participant's Post 1986 unrecovered employee savings is \$3,200 and the total value of his Post 1986 After-Tax Account is \$4,000, then 80% (\$3,200 divided by \$4,000) of the value of a withdrawal processed from this account in the subsequent month would be non-taxable.

As reflected above, on voluntary withdrawals, the Pre-1987 unrecovered employee savings cannot be used to offset the taxable value of a withdrawal from the Post 1986 Account nor can the Post 1986 unrecovered employee savings be used to offset the taxable value of a withdrawal from the Pre-1987 After-Tax Account, the Company Contribution Account, the Rollover Account or the Pre-Tax Account.

The taxable portion of a withdrawal that is not rolled over may also be subject to an additional 10% Early Distribution Tax. (See Section 5 below.)

The cost basis for future sale of either Marathon Group Stock, Steel Group Stock or Delhi Group Stock issued to a participant on a voluntary withdrawal will be the market value of the shares distributed reduced by any unrealized appreciation on the shares purchased solely with employee After-Tax savings which was excluded from taxable income when distributed. In no case, however, can the cost basis of any Corporation Stock being issued be less than the cost of such shares purchased solely with the employee's After-Tax savings. Upon subsequent sale of the Corporation stock issued to the participant, any additional gain or loss will be based on the cost basis of the stock at time of withdrawal and will be subject to long or short-term capital gains (loss) treatment depending upon the length of time the shares are held after they are distributed from the Plan.

Exception: A participant who has not broken continuous service and who, after attaining age 59-1/2, receives a complete distribution of his entire account balance will be eligible to treat the taxable portion of the distribution in the same manner as described in Section 4(c) below or to roll over the taxable portion to an Individual Retirement Arrangement. This exception will not apply, however, to any participant who has company contributions in his account that have been in the Plan for less than twenty-four months since such company contributions cannot be withdrawn prior to termination of employment.

4. WITHDRAWALS - AFTER TERMINATION OF EMPLOYMENT

Tax treatment on a lump-sum distribution (see (a) below) to a terminated employee will vary depending upon the employee's attained age as of January 1, 1986. Generally, a participant who attained age 50 before January 1, 1986 and who had five years of participation in the Plan prior to the year in which termination of employment occurred, will be eligible to receive more favorable tax treatment than a participant who had not attained age 50 on such date or who, regardless of age, had less than five years of Plan participation. Also, any partial withdrawal (see paragraph (e) below) following termination of employment may result in the loss of favorable tax treatment with respect to a subsequent complete distribution of the participant's entire account balance.

Any participant, however, can defer current taxation on all or any part of the taxable portion of a distribution to the extent such amount is rolled over into an Individual Retirement Arrangement or to another qualified Plan. (See Section 6 below.)

(a) Lump-Sum Distribution

A lump-sum distribution is defined as a distribution of the entire balance to the credit of a participant in the Plan which was made within one taxable year and that became payable:

- (1) after the participant attained age 59-1/2; or
- (2) on account of the participant's separation from service as a result of retirement, termination of employment or death.

Lump-sum distributions from all profit-sharing plans maintained by the Corporation or any corporation in the consolidated group must be aggregated and treated as a single plan. (See Section 8 below.)

The taxable portion of a lump-sum distribution is the total value of the distribution, less the sum of:

- (1) the amount of unrecovered employee savings; and
- (2) any unrealized appreciation on any of the Corporation's stocks issued in certificate form.

Any unrealized appreciation in shares of Marathon Group Stock, Steel Group Stock, or Delhi Group Stock issued in certificate form attributable to the participant's After-Tax savings and, unless elected otherwise, any unrealized appreciation in all other shares of Corporation Stock included in the distribution, will not be taxed until such time as the respective shares are subsequently disposed of in a taxable transaction.

(b) Terminated Employee - Who Had Not Attained Age 50 As of January 1, 1986

The taxable portion of a lump-sum distribution to such a participant prior to attaining age 59-1/2 will be taxed at ordinary income tax rates in the year of receipt unless the distribution of the account balance is deferred and the participant had

- (1) at least 5 years of participation in the Plan prior to the year in which termination of employment occurred, and
- (2) no partial distributions from the participant's account were made after attaining age 59-1/2

then the taxable portion of the distribution of the remaining balance that is made after attaining age 59-1/2 will be eligible for a one lifetime election by the participant to use five-year averaging at the tax rate in effect in the year of distribution.

The taxable portion of any lump-sum distribution may also be subject to the additional 10% early distribution income tax and/or the 15% excess distribution excise tax. (See Section 5 below for a further discussion of these taxes.)

Also, see Section 6 below for information on distributions eligible for rollover to an Individual Retirement Arrangement (IRA) or another qualified plan.

(c) Terminated Employee – Age 50 Prior to January 1, 1986

Provided the participant had at least five years of plan participation prior to the year in which termination of employment occurred and following termination of employment,

- (1) the participant made no partial withdrawal from his account and receives a complete distribution of his account balance, or
- (2) the participant made no partial withdrawal from his account following the attainment of age 59-1/2 and receives a complete distribution of his remaining account balance following the attainment of age 59-1/2, then the taxable portion of a lump-sum distribution to a participant who had attained age 50 prior to January 1, 1986 may, at the participant's election, be taxed under either of the following methods:
- (3) a one lifetime election to use ten-year averaging at 1986 single individual tax rates for the entire taxable amount or to prorate the taxable income between capital gains (at a 20% tax rate) for the pre-1974 participation portion and ten-year averaging at 1986 single individual tax rates for the remainder of the taxable amount; or
- (4) a one lifetime election to use five-year averaging at the single individual tax rates in effect in the year of distribution for the entire taxable amount or to prorate the taxable income between capital gains (at a 20% tax rate) for the pre-1974 participation portion and five-year averaging at the single individual tax rates in effect in the year of distribution for the remainder of the taxable amount.

It is suggested that the participant calculate the tax due under each alternative to determine the best method to report the distribution. For additional information on how to calculate the tax liability under any of these elections, a participant should obtain Form 4972 and IRS Publication 575 from the local IRS office or consult with their personal tax advisor.

If capital gains treatment and/or special averaging treatment is elected, such treatment applies to all lump-sum distributions received by the taxpayer in that taxable year.

Note: The election of capital gains treatment and/or special income averaging treatment is considered to be the participant's one lifetime election for special tax treatment of lump-sum distributions. If elected, the participant would not be eligible for special averaging treatment on a lump-sum distribution from another qualified plan received in a subsequent tax year. If a participant wishes to retain his one lifetime election, he may report the entire taxable gain as ordinary income, thereby preserving the election for a future lump-sum distribution.

If the participant, regardless of age, had less than five years of plan participation prior to the year in which termination of employment occurred, such participant is not eligible for the special tax treatment explained in (c)(3) and (c)(4) above, but must report the taxable amount as ordinary income.

In addition, the taxable portion of any distribution may also be subject to the additional 10% early distribution tax (if the former employee had not attained at least age 55 by the end of the year in which the termination of employment occurred). Further, part of the distribution may also be subject to the 15% excise tax on excess distributions or excess accumulations. (See Paragraph 5 below for a further discussion of these excise taxes.)

Also, see Section 6 below for information on distributions eligible for rollover to an Individual Retirement Arrangement (IRA).

(d) Distributions to Beneficiary – On Account of Participant's Death

Upon the death of a participant, the entire value of the participant's account in the Plan will be distributed to the beneficiary(s) upon request, but in no case later than one year from the date of the participant's death. A beneficiary

who receives a lump-sum settlement (or a portion of a lump-sum settlement, in the case of multiple beneficiaries) on account of the death of the participant, is taxed in the year of receipt on the fair market value of the assets received in the distribution less the amount which can be treated as the non-taxable return of unrecovered employee savings. In certain cases, the beneficiary may be eligible for a \$5,000 death benefit exclusion. If there is more than one named beneficiary, the amount of unrecovered employee savings and the \$5,000 death benefit exclusion must be apportioned among the beneficiaries based on the amount each received.

In addition, any unrealized appreciation in Marathon Group Stock, Steel Group Stock, or Delhi Group Stock received in certificate form attributable to the employee After-Tax savings and, unless elected otherwise, any unrealized appreciation in all other shares of Corporation Stock received in the distribution, will not be taxed until such time as the respective shares are subsequently disposed of.

The determination of whether the beneficiary (or, trust or estate) is eligible for favorable tax treatment on the lump-sum distribution generally depends upon the age of the employee (participant) on the date of his death.

- If the employee had attained age 50 prior to January 1, 1986, the beneficiary will be eligible to elect capital gains treatment and/or 5/10 year forward averaging treatment (even though the employee had not been a participant in the Plan for at least 5 years). If there is more than one named beneficiary, each recipient may elect separately whether or not to use capital gains and/or special averaging treatment. Each recipient electing special averaging treatment pays this tax based upon his portion of the tax calculated on the entire ordinary income part.
- If the employee had not attained age 50 by January 1, 1986, the beneficiary will not be eligible for capital gains treatment and/or 5/10 year forward averaging treatment on the lump-sum distribution; therefore, the entire taxable portion is taxable at ordinary income rates.

The surviving spouse of a participant can avoid current taxation on all or any part of the taxable portion of the distribution to the extent such amount is rolled over into an Individual Retirement Arrangement. See Section 6 below for a further discussion of distributions eligible for rollover.

The distribution to a beneficiary on account of the death of the employee is not subject to the additional 10% early distribution income tax. However, a portion of the distribution may be subject to the 15% excise tax on excess accumulations. (See Section 5 below for a further discussion of the 15% excise tax.)

(e) Partial Distributions

A participant whose account balance is \$3,500 or more may at termination of employment defer distribution of his account until a later date. If during the deferral period, the participant takes one or more partial distributions (less than the complete balance of his account), the taxable portion of such distribution(s) will be taxed at ordinary income tax rates. In addition, unless the participant had attained age 55 or more in the year in which his employment terminated, any partial distribution received prior to age 59-1/2 will be subject to the additional 10% early distribution tax unless such distribution represents one of a scheduled series of substantially equal periodic payments (see Section 5(a)(4) below) or such distribution satisfies one of the other exceptions listed in Section 5 below. A participant who following termination of employment makes a series of periodic partial withdrawals may jeopardize his eligibility to roll over the final distribution of this account. Such partial distribution(s) may also jeopardize the participant's eligibility for favorable tax treatment discussed in (b) and (c) of this section unless the partial distribution is made prior to attainment of age 59-1/2 and the final and complete distribution of his account is made after attainment of age 59-1/2.

The taxable portion of a partial distribution following termination of employment that is received on or after January 1, 1993 is eligible to be rolled over into an Individual Retirement Account or another qualified benefit plan. Such rollover, however, may jeopardize the participant's eligibility for electing favorable tax treatment (discussed in (b) and (c) of this Section) with respect to the final and complete distribution of his account.

5. ADDITIONAL INCOME TAXES, EXCISE TAXES

(a) Additional 10% Early Distribution Income Tax

Subject to a number of exceptions, the additional 10% early distribution tax generally applies to the taxable portion of any distribution which is received by a participant before he attains age 59-1/2. The additional 10% tax is an income tax that is in addition to the regular income tax due on such distribution and should be included in the computation of the estimated tax liability for the taxable year in which the distribution is made. However, the 10% additional tax will not apply to distributions which are:

- (1) Rolled over to another eligible plan or an Individual Retirement Account (IRA); or
- (2) Made to a beneficiary (or to the estate of the employee) on or after the death of the employee;
- (3) Attributable to the disability (as specifically defined in the Internal Revenue Code) of the employee; or
- (4) Part of a scheduled series of substantially equal periodic payments for the life of the participant (or the joint lives of the participant and the participant's beneficiary) which are made not less frequently than annually and which commences after the employee separates from service; or
- (5) Made to an employee who has separated from service and such separation from service occurred during or after the calendar year in which the employee attained age 55; or
- (6) Used to pay medical expenses to the extent that the expenses are deductible to the employee under Code Section 213; or
- (7) Made to an alternate payee under a qualified domestic relations order; or
- (8) Refunds of Pre-Tax savings or After-Tax savings that are in excess of the percentage limitations of Code Sections 401(k) and 401(m) and the \$7,000 (as indexed) annual limit on Pre-Tax savings.

(b) 15% Excise Tax

In general, if a participant receives during a calendar year taxable distributions from tax-qualified retirement plans (including the Corporation's Pension and Savings Fund Plan, IRA's, Keough plans and tax-sheltered annuities under Code Section 403(b)) which in total exceed the greater of \$150,000, or \$112,500 indexed for inflation, the excess is subject to a 15% excess distribution excise tax. If the distribution is a lump-sum distribution, the excess subject to the 15% excise tax is the amount which exceeds five times these limits (\$750,000, or \$562,500 as indexed for inflation, if greater), if special averaging treatment is elected.

The 15% excise tax is imposed on an excess distribution regardless of the age of the participant and is in addition to any other taxes owed on the payment. However, the 15% tax would be offset by any 10% early distribution tax payable on the excess distribution.

The 15% excess distribution excise tax will not apply to distributions or portions of distributions which meet any one of the following exceptions:

- (1) Payments which are treated as the return of unrecovered employee savings;
- (2) Distributions made after the death of the participant (however, the estate of the participant may be subject to the 15% excise tax on excess retirement accumulations, as explained below);
- (3) Distributions payable to an alternate payee pursuant to a qualified domestic relations order, if includable in the income of the alternate payee;
- (4) Distributions which are rolled over into another eligible retirement plan or Individual Retirement Account (IRA).

For those participants whose accrued benefits under such tax-favored retirement plans, which include the Savings Fund Plan and the USX Pension Plan, as of August 1, 1986, exceeded \$562,500, there was a transition rule which would exempt the participant's benefits accrued as of August 1, 1986, from the 15% excise tax. This special grandfather rule was only available if the individual elected to have the grandfather rules apply on a tax return for the 1988 or earlier tax year which is filed no later than the individual's tax filing date (with extensions) for the 1988 tax year.

The 15% excise tax on excess retirement distributions does not apply to distributions paid after the death of the participant. Instead, a federal excise tax of 15% is imposed with respect to the estate of the participant on any "excess retirement accumulations". Such excess means the excess (if any) of (1) the aggregate value of the participant's interest in amounts payable to beneficiaries under all tax-favored retirement plans as of the date of the participant's death (or alternate valuation date), over (2) the present value of an annual annuity of \$112,500, as indexed for cost-of-living adjustments, (or \$150,000, if greater) payable over a term certain equal to the participant's actuarial life expectancy immediately before his or her death.

Similar to the 15% excise tax on excess distributions, excess retirement accumulations do not include (1) amounts paid to an alternate payee pursuant to a qualified domestic relations order, and (2) the amount which can be treated as a recovery of previously unrecovered employee savings.

If a surviving spouse is the beneficiary of all (or all, except for a de minimis portion) of the participant's interests in tax-favored retirement plans, the spouse may elect to have the excess distribution tax provisions apply to such interests as if such interests were the spouse's, rather than subjecting the participant's estate to the excess accumulation tax provisions.

6. DISTRIBUTIONS ELIGIBLE FOR ROLLOVER - (TO AN IRA OR ANOTHER QUALIFIED PLAN)

With respect to distributions from the Plan, a participant or surviving spouse can defer current taxation on all or any part of the taxable portion of the distribution (i.e. the portion excluding any unrecovered employee savings) to the extent such amount is rolled over into an Individual Retirement Account (IRA) or Individual Retirement Annuity or another qualified benefit plan that accepts such rollovers. If only a part of the taxable portion is rolled over, the taxable portion not rolled over will be taxed in the year of receipt as ordinary income (not eligible for forward averaging or capital gain) and may be subject to the 10% Early Withdrawal Additional Income Tax and the 15% excess distribution excise tax.

A rollover made at the time of the distribution is called a "direct rollover" whereas a distribution paid to the participant that the participant subsequently (within 60 days of receipt) rolls over is referred to below as a "delayed rollover". A participant who rolls over all or any portion of a partial distribution from the Plan will be ineligible for special averaging or capital gain treatment on any subsequent distribution from the Plan (or from any other plan which must be aggregated with the Plan).

With respect to the taxable portion of an eligible distribution that is not directly rolled over, the Trustee will be required to withhold federal income tax at a 20% rate from the distribution.

Direct Rollover

Under the direct rollover option, a participant elects to have an eligible rollover distribution paid directly to an IRA or, if applicable, to another qualified plan (payee check line is made out in a manner that ensures that the check is negotiable solely by the Trustee of the recipient IRA or plan). For example, if a direct rollover to an IRA account at ABC Bank is elected, the check would read "ABC Bank As Trustee of IRA of John Q. Smith." If the direct rollover is to another qualified plan, the check might read "Trustee of XYZ Corporation Savings Fund Plan FBO Jane Doe". In either event, it is permissible for the Plan making the distribution to deliver the check, payable in the formats discussed above, directly to the participant for delivery to the IRA or other qualified plan. The participant may elect to have only a portion (subject to a \$500 minimum) of the eligible rollover distribution rolled over and the remainder paid to him.

In the event a participant elects a direct rollover and his distribution includes unrecovered employee savings (non-taxable funds) or the participant elects a direct rollover for only a part of the taxable portion of the distribution, two checks will be issued. The rollover check will be payable as discussed above and the remainder, after deducting the 20% withholding tax, where applicable, will be paid to the participant.

Generally an "eligible distribution" for a direct rollover is the taxable portion of any distribution in excess of \$200 from the participant's account except (1) periodic payments made over the participant's life or life expectancy or the joint lives of the participant and his beneficiary; (2) substantially level payments made over a period of at least ten years; (3) required minimum distributions upon attainment of 70-1/2; and (4) return or corrective distributions of excess Pre-Tax savings.

A participant electing a direct rollover must provide, at the time of submitting the withdrawal request to the Plan trustee, adequate information, including the name and address of the IRA Trustee or the name and address of the qualified plan to which the rollover is being made. Additional information may also be required. For example, on a direct rollover to an IRA or another qualified plan, the participant would have to furnish a letter from the Trustee of the IRA or qualified plan stating that they would accept the rollover.

Delayed Rollover

Under a "delayed rollover" the distribution is paid to the participant who then has 60 days from the receipt of the distribution to roll the taxable portion to an IRA or another qualified plan. However, since the distribution is paid to the participant, the Trustee is required by law to withhold 20 percent of the taxable portion of the distribution. The amount withheld is sent directly to the IRS as income tax withholding to be credited against taxes for the year of distribution. Therefore, the participant receives only 80 percent of the taxable portion of the distribution plus any nontaxable amount.

For example, assume that a participant upon retirement elected to receive his entire account value from the Savings Fund Plan and the total value (all taxable) was \$80,000. The participant would receive \$64,000 (80% of \$80,000) and \$16,000 (20% of \$80,000) would be withheld by the Trustee and sent to the IRS as tax withholding. Within 60 days of receipt of the \$64,000, the participant may roll over the entire \$80,000; however, to do this, the participant would have to obtain the additional \$16,000 from other financial sources. If he did, the entire \$80,000 would be tax deferred and no tax would occur except on payments as

received from the IRA or other qualified plan. In this case, the participant could, depending on other taxable income and withholding, be entitled to a refund of the \$16,000 from the IRS upon filing his income tax return for the year.

If, on the other hand, the participant only rolls over the \$64,000, the \$16,000 not rolled over is taxed in the year it was withheld. However, upon filing his income tax return for the year, the participant could, depending on other taxable income and withholding, be entitled to a substantial refund on the \$16,000 of tax withheld since only \$16,000 (not \$80,000) of the distribution is taxable income.

If the distribution consists of a series of distributions within one taxable year, the 60-day period is deemed to start on the day the last payment completing such distribution is received.

Additional Information on Rollovers

By rolling over the taxable portion of a distribution, the recipient defers taxation until payment is received from the IRA (or other plan). Payments from the IRA are taxable as ordinary income when received without the benefit of long-term capital gain or 5/10 year averaging treatment. Generally, once an IRA is established, distributions from it may not commence prior to age 59-1/2 without incurring an additional tax equal to 10% of the amount withdrawn (withdrawals due to disability or death of the owner of the IRA would not incur the additional tax). The 10% additional tax is not applicable if the participant agrees to receive distributions from the IRA in the form of a scheduled series of substantially equal periodic payments (no less frequent than annually) for his lifetime or the joint lives of himself and his beneficiary. Also, if a distribution from an IRA does not commence by age 70-1/2, an excise tax of 50% will be imposed each year on the amount by which the actual amount distributed from the IRA falls below the amount which should have been distributed under the methods of payout recognized in the law.

Each participant is responsible for making their own arrangements for an IRA rollover with a financial institution and for determining the applicability and desirability of a rollover to their particular situation. If you are interested in rolling over a distribution to an IRA, it is strongly recommended that you investigate and determine in advance of your distribution the type of IRA investments you want and the financial institution that is to receive your distribution. IRAs are offered by most banks, savings and loan associations, insurance companies, mutual funds, brokerage houses or other members of the investment industry. These institutions may charge for investing and managing IRA accounts.

Please refer to IRS Publication 590, Tax Information on Individual Retirement Arrangements, for additional information.

7. WITHHOLDING OF TAX FROM PLAN DISTRIBUTION

The trustee is required to withhold federal income tax at a 20% rate on the taxable portion of any eligible rollover distribution unless the recipient makes an election on the withdrawal request form to have the taxable portion of the distribution rolled directly over to an IRA or another qualified plan that accepts rollovers. If only part of the taxable portion is being rolled over, the 20 percent withholding will apply only to the taxable portion of the eligible rollover distribution that is not rolled over. In no event will the amount of tax withheld exceed the cash portion of the distribution.

8. MULTIPLE DISTRIBUTIONS

If a participant, who is eligible for favorable tax treatment discussed in Section 4(c)(1) and 4(c)(2) above, receives in the same tax year a lump-sum distribution from both a tax-qualified savings fund plan and a pension plan, he must elect favorable tax treatment for both distributions by combining them on IRS Form 4972 and treating them as a single lump-sum distribution or neither distribution will be eligible for favorable tax treatment. For example, if only one distribution is rolled into an IRA or another eligible retirement plan, the other lump-sum distribution is not eligible for 5/10 year forward averaging and must be reported as ordinary income. Either or both distributions are eligible to be rolled over to an IRA or another eligible retirement plan.

If the lump-sum distributions are received in separate years (for example, the pension benefit in one year and the Savings Fund Plan distribution in another year), then the participant can elect 5/10 year averaging on one of the distributions and roll over the taxable portion of the other to an IRA or another qualified plan. The participant cannot, however, in this situation treat both distributions as eligible for 5/10 year forward averaging because of the one lifetime election provision of the Code.

A participant who, during his career with USX Corporation, was covered by more than one Savings Plan or Pension Plan (for example, Marathon Oil or Delhi), must coordinate the lump-sum distributions from all similar plans so that they are received in the same tax year or face possible loss of favorable tax treatment. If this condition applies, consult your Benefit Representative before your separation from service.

It is important to remember that a participant only has one lifetime election for utilizing (1) capital gains treatment and/or (2) 5/10 year forward averaging under one of the transition rules. Once either of these elections is used, neither can be used for any distribution in a subsequent tax year.

9. EMPLOYMENT OF FORMER EMPLOYEES

Former employees of the Corporation who took a lump-sum distribution of their benefit under the Plan (or under the Pension Plan) on account of separating from service, should make sure they have incurred a bona fide separation from service before becoming reemployed with the Corporation. Since participants who receive lump-sum distributions do not qualify for favorable tax treatment unless the distribution is on account of the participant's separation from service (or the death or qualified disability of the participant), such favorable treatment could be denied by the IRS unless, based on the facts and circumstances, a true separation from service did occur.

APPENDIX C

DESIGNATION SCHEDULE

Employees designated as covered by the USX Corporation Savings Fund Plan for Salaried Employees as amended to May 1, 1994 and attendant Summary Plan Description.

1. Salaried employees who are based in the United States and are not represented by any collective bargaining representative, and who are in the regular service of:

USX Corporation and Divisions (excluding employees of subsidiary companies of USX Realty Development Division), 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776 and

United States Steel and Carnegie Pension Fund, 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776 and Related companies of USX Corporation listed below:

Apollo Gas Company, 800 Regis Avenue, Pittsburgh, Pennsylvania 15236

Carnegie Natural Gas Company, 800 Regis Avenue, Pittsburgh, Pennsylvania 15236

United States Steel International, Inc., 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776

USX Engineers and Consultants, Inc., 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776

U. S. Steel Mining Co., Inc., 600 Grant Street, Pittsburgh, Pennsylvania 15219-4776

USX Portfolio Delaware, Inc., 501 Silverside Road, Suite 53, Wilmington, Delaware 19809

2. Salaried employees who are based outside the United States and are paid in whole or in part in United States currency from a payroll maintained and controlled in the United States and who are employed by:

USX Corporation or any Subsidiary Company of USX Corporation incorporated in the United States

3. Salaried employees at the following location represented by a collective bargaining agreement negotiated between the company and the collective bargaining representative:

USS-South Works - Salaried Clerical and Technical Salaried Employees Association, 9618 South Commercial Avenue, Chicago, Illinois 60617

4. Salaried employees, with funds in the Plan, whose former employing company, division or location has either been sold by the Corporation or is operating as a joint venture with the Corporation and who, coincident with the date of the sale or joint venture, became employees of one of the companies shown below will have continued coverage under the Plan except that no additional employee savings or company contributions are permitted following the effective date of the sale or the effective date of the joint venture

Acutus Mold, Inc.

Allegheny Ludlum Corp.

American Bridge Co.

American Steel & Wire Corp.

Arch of Kentucky, Inc.

Aristech Chemical Corp.

Associated Materials, Inc.

Basic Manufacturing &
Technologies of Utah, Inc.

Bridon American Corp.

Consolidation Coal Co.

Container Products, Inc.

CP Industries, Inc.

Cyprus Cumberland Resource Corp.

Ingram Industries, Inc.

Ingram Ohio Barge Co.

LaRoche Industries, Inc.

Lehigh Portland Cement Co.

Michigan Limestone Operations,
Limited Partnership

National-Oilwell

Navios Shipholding, Inc

Pro-Tec Coatings

RMI Titanium Co

Sinochem (U.S.A.), Inc

Standard Oil Co.

Transtar, Inc

Union Zinc, Inc

US Metalsource Corp

USS/Kobe Steel Co

USS-POSCO Industries

For purposes of this section, the parent or any subsidiary or successor company of the above listed companies are included by reference

Note: Coverage under this Plan does not include leased employees, employees of Marathon Oil Company and its subsidiaries and employees of Delhi Gas Pipeline Corporation and its subsidiaries.